

1 Q. So for January, February and March, you
2 might have worked that third shift?

3 A. Exactly.

4 Q. Did they end the use of laborers on the
5 third shift? Did they stop the need for NICU?

6 A. Yes.

7 MR. FELDMAN: Was it the third or
8 second shift?

9 BY MR. CAMPBELL:

10 Q. When you're working 3:00, what shift is
11 that called?

12 A. That was second shift. The shift I worked
13 with Mike Harting was second shift.

14 Q. And the second shift laborers at the NICU
15 unit ended sometime in March?

16 A. If I'm not mistaken.

17 Q. So Mr. Harting wouldn't have been excluded.
18 He would have been off that second shift in
19 March of '09?

20 A. I guess.

21 Q. You and no other laborers were there after
22 they said --

23 A. We all -- we went to a different shift, so
24 I don't know how somebody else's shift would
25 have changed.

1 Q. There was nobody, to your knowledge, left
2 on that second shift NICU laborers, right?

3 A. Yes.

4 Q. So Mr. Harting wouldn't have been excluded
5 in January, he would have left that second shift
6 just like you in March '09?

7 A. I'm not sure.

8 Q. You're sure that there were no other
9 laborers in March of '09 on the NICU unit on
10 second shift?

11 A. Yes.

12 Q. After you left UH, what work have you got
13 since leaving UH?

14 A. I worked UH's Cancer Center.

15 Q. You went to the cancer center?

16 A. Yes.

17 Q. Are you working today?

18 A. Yes.

19 Q. Let's talk about the night in question.

20 There were four laborers who worked the second
21 shift in January of '09?

22 A. Yes.

23 Q. At the NICU unit?

24 A. Yes.

25 Q. And all four laborers would take their

1 coffee break together and then their
2 lunch/dinner break together?

3 A. Yes.

4 Q. And the coffee break was done in the
5 atrium, the cafeteria area?

6 A. Yes.

7 Q. Did you go the same time or when was that
8 set up?

9 A. Yes, we went about the same time.

10 Q. All four of you would go to the atrium?

11 A. Sometimes two of us would go.

12 Q. When you went into the atrium, typically --
13 did you guys buy things from the cafeteria or
14 Einstein or anything?

15 A. Yes.

16 Q. What would typically Mr. Harting when he
17 was on break get?

18 A. I know we would be sitting there and he
19 would have a water, some chips, something like
20 that.

21 Q. You were asked about the night of the 27th
22 when you were on break. I'm assuming that break
23 was no different than your other break that he
24 probably got chips or something like that?

25 A. Right.

1 **MS. GRAGEL:** Objection.

2 Misstates his testimony. It wasn't probably, it
3 was maybe.

4 **MR. FELDMAN:** Let the record so
5 indicate.

6 Continue.

7 **BY MR. CAMPBELL:**

8 **Q.** Was there ever a time when you went on a
9 coffee break with Mr. Harting that he didn't
10 either drink coffee or chips or something?

11 **A.** Was there ever a time -- I'm sure he got
12 something different.

13 **Q.** But he would get something to tie him over
14 until dinner?

15 **A.** Yes.

16 **Q.** So to the best of your recollection,
17 although you probably don't remember the 27th
18 versus any other date, do you?

19 **A.** Yes.

20 **Q.** To the best of your recollection,
21 Mr. Harting on the break with you on the 27th
22 would have purchased chips or coffee or
23 something? You don't know what, but something.

24 **A.** Yeah.

25 **Q.** Now, at dinner, just so I'm clear, at

1 dinner or lunch when you went through the line,
2 you're not in -- if you could get that folder
3 again, I just want to make sure the record is
4 clear. If you look at that first photo, I want
5 you to verify you're not pictured anywhere in
6 that photo?

7 A. Right.

8 Q. And you were seated at tables outside of
9 this picture away from the cash register?

10 A. Right.

11 Q. And you didn't hear anything one way or the
12 other as to what Mr. Harting said?

13 A. No.

14 Q. So nobody would come interview you because
15 you have no idea what was said or what was not
16 said?

17 A. Right.

18 Q. You couldn't say under oath to the
19 arbitrator that Mr. Harting didn't cuss or
20 didn't call anybody a thief, could you?

21 A. No.

22 Q. You don't know what he said?

23 A. Right.

24 Q. Prior to January of '09, had you ever been
25 on UH main campus as a laborer?

1 A. No.

2 Q. So this was the first time you had been at
3 the UH campus?

4 A. Yes.

5 Q. Mr. Harting was your steward?

6 A. Yes.

7 Q. Were you just a laborer or were you a
8 steward or foreman or anything like that?

9 A. Just a laborer.

10 Q. What did you understand the steward was
11 there for?

12 A. They're there to make sure the job goes
13 right, you're -- just like a foreman, do what
14 you're supposed to do, make sure the hours are
15 correct, things like that.

16 Q. If you thought somebody mistreated you or
17 violated the contracts or work rules or
18 something, could you go to your steward to have
19 it redressed?

20 A. Yes.

21 Q. You could go to Mike and say, "Hey, I want
22 to file a grievance"?

23 A. Yes.

24 Q. So you would expect that he would know the
25 contract and know the work rules?

1 A. Yes.

2 Q. Did you have an employee badge?

3 A. Yes.

4 Q. You had to go through the Gilbane test and
5 get the employee badge?

6 A. Yes.

7 Q. Did you go through it with Mr. Harting?

8 A. Yes.

9 Q. So you guys went through it together and
10 you went through that. How long was the
11 training?

12 A. I'm not sure. It wasn't long. You're
13 talking about where you go to the Gilbane
14 trailer? It wasn't long. Maybe an hour.

15 Q. An hour you had to go through some safety
16 and other courses before you signed up for your
17 employee badge?

18 A. Exactly. Yes.

19 Q. Let me verify something that Gilbane had
20 showed us. Let me show you something.

21 Why don't you look through that first? I'm
22 handing you what's been marked as Respondent's
23 1. I want to ask you, do you recognize that as
24 some of the documents that you went through with
25 Gilbane that first day for the hour in the

1 Gilbane truck or trailer? You can leaf through
2 those pages and then answer.

3 A. Yes, we did go over this. (Indicating.)

4 Q. So Gilbane went over the documents I've
5 handed you as Respondent's 1?

6 A. Yes.

7 Q. And Mr. Harting was part of that as well?

8 A. Yes.

9 Q. And then you went and got your employee
10 badge and you had to verify you went through the
11 Gilbane training?

12 A. Right.

13 Q. Now, I just want to verify, this is one of
14 those documents, the safe practices. Do you see
15 that during the training it was part of this
16 packet?

17 A. I'm not going to remember every paper, but
18 if it was in the papers they get, I'm sure it
19 was in there.

20 Q. If you could hand it back to me, I'll hand
21 it back to you. I just want to verify some of
22 these points.

23 If we look at number 11, I'll read it, "I
24 will conduct myself in a professional manner and
25 not engage in any violence, horseplay, practical

1 jokes or other behavior obnoxious to the general
2 public. I will not harass anyone else on site
3 or any member of the public, sexually or
4 otherwise, and not bring on site or write or
5 draw any sexually explicit materials."

6 Did you understand that as one of those
7 rules that Gilbane talked to you about?

8 A. Yes. I understand it, yeah.

9 Q. That's any work site you go to, right?

10 A. Yes.

11 Q. You were asked about racial slurs. It
12 doesn't matter if you're at UH or at any
13 laborers' work site, if somebody uses a racial
14 slur, you're going to file a grievance and raise
15 an issue, right?

16 A. Yes.

17 Q. You knew that you're not supposed to --
18 you're protected from that type of conduct,
19 didn't you?

20 A. I'm protected from it?

21 Q. Your union tells people, "Don't treat our
22 union employees like that. Don't use racial
23 slurs," right?

24 A. Right.

25 Q. And if somebody used a racial slur, they

1 should be disciplined for it, shouldn't they?

2 A. Yes.

3 Q. And you knew that for any work site you go
4 on?

5 A. Exactly.

6 Q. Now, on the work sites, have you been on
7 other -- tell me some of the other work sites
8 you've been on other than UH.

9 A. I worked at Metro.

10 Q. Metro Hospital?

11 A. Yes.

12 Q. Anyplace else?

13 A. Various work sites in the city outside,
14 concrete.

15 Q. When you were at Metro, that was a hospital
16 similar to UH, right?

17 A. Yes.

18 Q. And you understood that if you were around
19 patients or employees or visitors that you had
20 to act appropriately?

21 A. Yes.

22 Q. Is that right? And when you were on the UH
23 work site, you understood that when you're
24 walking in the cafeteria or through Rainbow that
25 you had to act appropriately and professional?

1 **A.** Yes.

2 **Q.** And if you went in there and cussed and
3 screamed and used racial slurs that you could be
4 kicked off the site?

5 **A.** Yes.

6 **Q.** You know that from any work site, right?

7 **A.** Yes.

8 **Q.** Now, if Mr. Harting used a racial slur
9 towards a UH employee, would you agree that he
10 was appropriately excluded from the work site?
11 I'm not asking you to admit that he did. I'm
12 saying if he used a racial slur toward an
13 African-American employee, that wouldn't be
14 appropriate --

15 **MS. GRAGEL:** Mr. Arbitrator, I
16 think that goes to the ultimate issue.

17 **MR. FELDMAN:** I'm not taking a
18 vote.

19 **MR. CAMPBELL:** Excuse me?

20 **MR. FELDMAN:** I say I'm not
21 taking a vote of how the witnesses think about
22 it. The witnesses testify to facts. The
23 ultimate conclusion is what I'll make.

24 Next question.

25

1 BY MR. CAMPBELL:

2 Q. You understood that you shouldn't use
3 sexist or racial terms toward UH employees,
4 right?

5 A. Yes, I understood.

6 Q. You understood that you shouldn't -- would
7 it be appropriate to yell at a cashier and say,
8 "You're a thief" and tell everybody that a
9 cashier at a UH is a thief?

10 A. Would it be appropriate?

11 Q. Would it be appropriate?

12 A. It wouldn't be appropriate to talk to
13 anyone like that.

14 Q. You knew that whether you're a laborer or
15 whether you're a visitor that you've got to act
16 professionally and you've got to treat people
17 with respect.

18 A. Yes.

19 Q. And that's all of your work sites?

20 A. Yes.

21 Q. And Local 310 would tell you and all your
22 union brothers and sisters to act appropriately?

23 A. Yes.

24 Q. Would it surprise you if Mr. Harting said
25 or the union argued that the union doesn't know

1 that its members should act appropriately when
2 on a work site?

3 MS. GRAGEL: Objection.
4 Misstates the record.

5 MR. FELDMAN: Do you understand
6 the question?

7 BY MR. CAMPBELL:

8 Q. I'll repeat it. Would it surprise you if
9 Local 310 would argue that its members don't
10 know that they have to act appropriately and
11 conform their conduct to their owner's work
12 site?

13 MS. GRAGEL: Same objection.

14 MR. FELDMAN: He may answer.

15 THE WITNESS: Would it surprise
16 me if they didn't know?

17 BY MR. CAMPBELL:

18 Q. If your union was arguing that when you and
19 your union brothers and sisters are on a work
20 site, that you guys could do whatever you
21 wanted, that you didn't have to conform your
22 conduct to the owner's policies and procedures.

23 A. I'm still not getting what you're saying.

24 Q. I understand. You're not getting it
25 because you understood whether you're at

1 MetroHealth, University Hospitals or any other
2 work site that you had to conform your conduct
3 to what was expected?

4 A. Exactly. Anywhere you work, you're going
5 to have to conduct yourself in a professional
6 manner.

7 BY MR. CAMPBELL:

8 Q. And if you don't, you could be excluded
9 from the work site?

10 A. Yes.

11 MS. GRAGEL: Objection.

12 MR. CAMPBELL: I don't have any
13 other questions.

14 MR. FELDMAN: I have a question.
15 How far were you from the cashier
16 when you ate that night on the 27th of January?

17 THE WITNESS: How far is it?

18 MR. FELDMAN: From that picture
19 that you weren't in to the cashier, how far
20 would you say you were?

21 THE WITNESS: I wasn't very far.
22 I would say that if there was any talking loud
23 or anything like that, I was close enough where
24 I would have heard it, where I would have been
25 able to look up.

1 **MR. FELDMAN:** You've worked with
2 the grievant a long period of time?

3 **THE WITNESS:** Excuse me?

4 **MR. FELDMAN:** How long have you
5 worked with Mike?

6 **THE WITNESS:** Just on that job.

7 **MR. FELDMAN:** But you know his
8 voice.

9 **THE WITNESS:** Right.

10 **MR. FELDMAN:** Did you hear him
11 say anything in a loud manner when he was at the
12 cashier's stand?

13 **THE WITNESS:** No.

14 **MR. FELDMAN:** Did you hear
15 anything at all that attracted your attention --

16 **THE WITNESS:** No.

17 **MR. FELDMAN:** Now, he's accused
18 of using the words, "fucking thief," "nigger"
19 and "bullshit" and what have you. Did you hear
20 that come out of his mouth?

21 **THE WITNESS:** No. And that's
22 what I was saying. I was close enough if
23 something would have been said loud of those
24 words, I would have at least looked up, so I
25 didn't hear anything.

1 **MR. FELDMAN:** Do you have
2 anything further of this witness?

3 **MS. GRAGEL:** I do not.

4 **MR. CAMPBELL:** I have a couple
5 questions off what you asked.

6 **MR. FELDMAN:** I'm not depriving
7 you.

8 **FURTHER CROSS-EXAMINATION**

9 **BY MR. CAMPBELL:**

10 **Q.** The cafeteria is a wide open space, right?

11 **A.** Yes.

12 **Q.** And when we look at the photos, just here
13 there's people in the cafeteria, it doesn't show
14 all the other tables back here?

15 **A.** Yes.

16 **Q.** Many tables all the way back to Einstein
17 and over to the other side?

18 **A.** Yes.

19 **Q.** And even though it's at night, there's
20 people always in that cafeteria because they're
21 coming to visit patients and employees, right?

22 **A.** Right.

23 **Q.** And there's some talking and some echoes
24 and talking throughout the cafeteria, right?

25 **A.** Not really echoes.

1 Q. Your testimony is you didn't hear anything
2 from the cashier, right?

3 A. Right.

4 Q. Mr. Harting is your union brother, right?

5 A. Yes.

6 Q. You'd like to see him get -- be successful
7 in this arbitration if you could, right?

8 A. I'm just going to tell the truth
9 regardless.

10 Q. And so you don't know if he did any of the
11 stuff that was done or not?

12 A. Exactly.

13 Q. In fact, if Mr. Harting-- let me just tell
14 you what Mr. Harting has admitted to and ask you
15 if that would be appropriate for the work site.
16 He said that he called the cashier a thief
17 several times, told her supervisor that the
18 cashier is a thief, he said he cussed during
19 this, during a two-minute altercation that he
20 raised his voice. Would that be appropriate for
21 a Local 310 laborer in the cafeteria?

22 MS. GRAGEL: Objection.

23 Misstates the record.

24 MR. FELDMAN: The record shows
25 the admission of the use of the term "bullshit"

1 and the record also shows use of the word
2 "thief." Beyond that --

3 MR. CAMPBELL: He admitted that he
4 raised his voice and the altercation took two
5 minutes --

6 MR. FELDMAN: He talked that way,
7 I suppose. The witness testified he didn't hear
8 anything.

9 MR. CAMPBELL: And I'm trying to
10 verify based on those admissions.

11 BY MR. CAMPBELL:

12 Q. If a Local 310 laborer calls a UH employee
13 a thief to her and to her supervisors, raises
14 his voice and cusses during a two-minute
15 altercation, is that appropriate behavior for
16 the UH work site?

17 MS. GRAGEL: Objection.

18 THE WITNESS: If I would have
19 heard somebody say that, I would probably say it
20 was wrong. But since I didn't hear it, I can't
21 say.

22 BY MR. CAMPBELL:

23 Q. But if Mr. Harting actually did those
24 things, you would admit that that's wrong?

25 MS. GRAGEL: Objection.

1 **THE WITNESS:** I didn't hear
2 anything.

3 **MR. FELDMAN:** I've got to decide
4 what violates the rules of civility here.

5 **MR. CAMPBELL:** With all due
6 respect, when the union is arguing that the
7 union brothers and sisters don't know what these
8 sites are, and this union brother as well as the
9 grievant admit that this conduct that's already
10 been admitted to by the grievant is
11 inappropriate, I don't know what other issues
12 there are to decide. They've already said it's
13 inappropriate. They knew it was inappropriate.

14 **MR. FELDMAN:** Do you have any
15 further questions?

16 **MR. CAMPBELL:** I don't, but I do
17 think on that point to have these -- when a
18 union is trying to argue that they have absence
19 of rules and a lack of knowledge, to deprive me
20 of asking the union members of whether that
21 statement from Ms. Gragel is correct or not is
22 absolutely prejudicial. I've never had a
23 situation where Ms. Gragel argues a factual
24 conclusion and I can't ask her witnesses whether
25 her factual conclusion is correct. So I just

1 want to say for the record I think it's not only
2 relevant, it's highly relevant.

3 MR. FELDMAN: It's a matter of
4 opinion as to whether it's correct. Now, they
5 have no further questions.

6 MS. GRAGEL: If I can have a
7 moment and we'll let you know that. Mr.
8 Arbitrator, I have one witness I would expect
9 would be shorter than this one and I'm
10 concluding.

11 MR. FELDMAN: Please bring him
12 in. Do you have any witnesses?

13 MR. CAMPBELL: I may or may not.
14 I don't know. I'll have to see what they're
15 going to present.

16 MICHAEL FERRITTO
17 of lawful age, a witness herein, was examined
18 and testified as follows:

19 MR. FELDMAN: For the record, may
20 I have your name?

21 THE WITNESS: Michael J.
22 Ferritto, F-e-r-r-i-t-t-o.

23 MR. FELDMAN: Double "R"?

24 THE WITNESS: Yes.

25 MR. FELDMAN: Double "T"?

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1 **THE WITNESS:** Yes, sir.

2 **MR. FELDMAN:** Do you understand
3 that you're under oath, Mr. Ferritto?

4 **THE WITNESS:** Yes, sir.

5 **MR. FELDMAN:** You may inquire.

6 DIRECT EXAMINATION

7 **BY MS. GRAGEL:**

8 **Q.** Mr. Ferritto, what is your employment?

9 **A.** Laborer.

10 **Q.** For how long have you been a laborer?

11 **A.** Thirty-four years.

12 **Q.** Where are you currently working?

13 **A.** University Hospitals Cancer Center.

14 **Q.** How long have you been working at
15 University Hospitals?

16 **A.** Approximately two years.

17 **Q.** Before the cancer center, what other
18 project or projects did you work on?

19 **A.** I was at the Art Museum for two years, I
20 was at Progressive for a couple years, I worked
21 on numerous, numerous jobs over my 34-year
22 career.

23 **Q.** Are you a steward for Local 310 at
24 University Hospitals?

25 **A.** Yes, I am.

1 Q. Are you a day steward?

2 A. Yes, I am.

3 Q. And in terms of ranking, does that
4 essentially make you the lead steward?

5 A. Yes.

6 Q. There has been testimony in earlier phases
7 of this case, sir, from Gilbane representatives.
8 What was Gilbane's role at University Hospitals
9 project, if you know?

10 A. They were construction managers.

11 Q. And during the NICU phase of the project,
12 who did you interact with from Gilbane?

13 A. The project manager was the gentleman by
14 the name of Todd Gerber, and the superintendent
15 of the job was a gentleman by the name Bill
16 Barbish.

17 Q. There's also been testimony in this case
18 about Ozanne Construction. What was your
19 understanding about Ozanne's role at the NICU
20 unit?

21 A. Ozanne was a subcontractor of Gilbane.
22 They had the general trades package on the
23 project.

24 Q. Who did you interact with from Ozanne
25 during the NICU phase?

1 A. A gentleman by the name of Tony Gallata.

2 Q. What was Rivera Construction's role at the
3 work site?

4 A. They supplied laborers to a couple of the
5 contractors that were not signatory with
6 Laborers Local 310.

7 Q. Did they have any on-site supervision?

8 A. No, they did not.

9 Q. Who directed the laborers that were on
10 Rivera's payroll, if you know?

11 A. Superintendent did, some of Gilbane's
12 people did. Whatever needed to be done, they
13 more or less -- our guys on the job just did it.

14 Q. And the superintendent that you referred to
15 would be who?

16 A. Bill Barbish for Gilbane and Tony Gallata
17 for Ozanne.

18 Q. During the years that you have worked at
19 the University Hospitals project, have you eaten
20 in the cafeteria?

21 A. Numerous times.

22 Q. Do other workers in the construction trades
23 eat in the cafeteria?

24 A. Yes. And to this day, they still do.

25 Q. Before January 27th, 2009, was any

1 individual represented by Local 310 issued any
2 warnings about eating in the cafeteria?

3 A. No, that I am aware of.

4 MR. FELDMAN: This is not a case
5 of eating in the cafeteria.

6 MS. GRAGEL: It started that
7 way.

8 BY MS. GRAGEL:

9 Q. Do you know Mike Harting?

10 A. Yes.

11 Q. How long have you known him?

12 A. Numerous years.

13 Q. Have you worked with him?

14 A. Absolutely.

15 Q. How did you learn Mr. Harting was being
16 removed from the University Hospitals' work
17 site?

18 A. I received a phone call in the evening, I
19 was home around 5:00, 5:30, from Tony Gallata
20 stating that they wanted to remove him from the
21 project.

22 Q. Did you receive any reasons or explanation?

23 A. Something to do with an incident that
24 happened in the cafeteria.

25 Q. What did you do?

1 A. I called Sebastian Trusso who was the agent
2 on the project.

3 Q. Were you asked to provide any information
4 about Mr. Harting or his work record?

5 A. No, I was not.

6 Q. Had you, sir, at any time before
7 January 29, 2009 received any complaints, formal
8 or informal, from anyone that Mr. Harting was
9 using racially offensive words or profanity?

10 A. No.

11 Q. Did there come a time, sir, in January 2009
12 when the break room for the NICU workers was
13 demo'd?

14 A. Yes. It was under demolition. We didn't
15 have an area to take our break.

16 Q. Was there a time when the second shift at
17 the NICU project ended?

18 A. Repeat that.

19 Q. Second shift. When was there a time when
20 the second shift ended?

21 A. Approximately the end of March.

22 Q. And what happened with the laborers that
23 were on second shift?

24 A. A couple went on days and a few were laid
25 off.

1 Q. And was Antoin Eley one of those laborers
2 that carried over from nights and moved back to
3 days?

4 A. Yes.

5 Q. Are there laborers working now at the NICU
6 project?

7 A. They were doing some follow-up work that
8 needed to be done, correct.

9 Q. Except for that, the project has been
10 turned over from the construction company to
11 the --

12 A. Yes. There are patients on the floor.

13 Q. During your work as a 310 laborer over your
14 career, sir, have you at any time encountered a
15 situation in which a laborer has been removed
16 from a job for speaking loudly?

17 A. No.

18 Q. Have you encountered any situation in which
19 a laborer was removed from a job for swearing?

20 A. I have not.

21 MS. GRAGEL: Nothing further,
22 sir.

23 MR. FELDMAN: You may inquire.

24 CROSS-EXAMINATION

25

1 BY MR. CAMPBELL:

2 Q. Laborers have been kicked off from jobs
3 during your tenure with Local 310, correct?

4 A. Have they?

5 Q. Yes.

6 A. For different reasons, of course.

7 Q. Owners, if they think -- owners have that
8 right?

9 A. Do they have that right? Depending on what
10 the reason is.

11 Q. So depending on the conduct, do you agree
12 that an owner could have the right to kick off a
13 laborer?

14 A. Depending on the conduct.

15 Q. Now, as a steward, I'm assuming you're very
16 familiar with the Local 310 Collective
17 Bargaining Agreement.

18 A. Absolutely.

19 Q. As a lead steward, you are also familiar
20 with the Project Labor Agreement?

21 A. Absolutely.

22 Q. Would you expect your other stewards to be
23 familiar with those documents?

24 A. With the Collective Bargaining Agreement,
25 absolutely. With the Project Labor Agreement,

1 no, because there's only a few jobs that have
2 the Project Labor Agreement on it.

3 Q. If you have a steward on a job with the
4 Project Labor Agreement, you would expect them
5 to be familiar with it?

6 A. You would expect it, but we don't all see
7 the Project Labor Agreement.

8 Q. You were part of the tri-party meetings
9 during the course of the Project Labor
10 Agreement?

11 A. No.

12 Q. You understood Local 310 participated in
13 those?

14 A. Absolutely.

15 Q. And that's where we have the owner, Gilbane
16 and the unions get together, right?

17 A. Correct.

18 Q. Talk about issues on the work site and talk
19 about --

20 A. Correct.

21 Q. Local 310 if they've got issues or concerns
22 they can raise them at those meetings?

23 A. I believe so. Again, I can't answer that
24 question because I've never been to any of the
25 meetings so I really don't know.

1 Q. It's not about being excluded from the
2 cafeteria, but I just want to ask you, you know
3 for a fact that once Mr. Harting was kicked off,
4 it was made clear that all the trades are not
5 supposed to be using the cafeteria?

6 A. That's not true.

7 Q. That's not true?

8 A. It's not true, because as we speak today,
9 there are gentlemen taking breaks and gentlemen
10 eating lunch in the cafeteria as we speak today.

11 Q. You don't understand that the rule is that
12 they shouldn't be in there?

13 A. If there's a rule, why are they there?

14 Q. That's what I'm asking you.

15 A. I mean, you tell me.

16 Q. Okay.

17 Now, so you didn't check the rule to see if
18 they're supposed to be there or not?

19 A. There is no rule.

20 Q. Now, let me ask you about the contract. I
21 just want to verify with the Collective
22 Bargaining Agreement. I want to hand you --
23 it's right there.

24 A. I don't have my glasses, so bear with me.

25 Q. Absolutely. I just want to verify on page

1 1, you've just recently negotiated a new
2 contact, right?

3 A. Correct.

4 Q. If this says 2005 to 2009, it was in place
5 in January 2009?

6 A. Correct.

7 Q. Now, I want to turn your attention to, I'll
8 tell you the page and the article, but I want to
9 tell you the page, page 32.

10 A. Okay.

11 Q. And I want to turn to Article XI. It's up
12 on the top left side of that page.

13 A. Okay.

14 Q. Article XI, "General Provisions." It's the
15 top left side, section 1. I'm going to read it
16 to you and verify to make it easy. Section 1,
17 "It is expressly understood that working rules,
18 by-laws, conditions, practices or customs,
19 unless same or specifically mentioned in this
20 agreement, shall be interpreted as being part
21 hereof."

22 Do you see that?

23 A. Yes.

24 Q. And that means like you were talking about,
25 when you're on the work site, the owners,

1 by-laws, conditions, practices and customs are
2 part of your 310 agreement, right?

3 A. Okay.

4 Q. Is that right?

5 A. Yes.

6 Q. We read through that?

7 A. Yes.

8 Q. So when you're at UH, you've got to abide
9 by the owner's policies, practices, customs, all
10 those things we talked about, right?

11 A. If there is such a thing.

12 Q. But if they're there, you've got to abide?

13 A. If there's such a thing, correct.

14 Q. If you're on the Lerner household and the
15 Lerner household has certain rules and
16 regulations, you've got to abide by them?

17 A. Absolutely.

18 Q. If you're at Metro Hospital --

19 A. Every project has their own rules and
20 regulations basically.

21 Q. And at UH, unless you're at Ahuja, when
22 you're on main campus working -- that's where
23 you're at, right?

24 A. Correct.

25 Q. You're there amongst patients, visitors and

1 employees?

2 A. Correct.

3 Q. So you're there and you're expected to act
4 professional --

5 A. Absolutely.

6 Q. And that's part of the UH work rules and
7 regulations?

8 A. That would be part of any area, whether
9 it's University Hospitals, the Art Museum.
10 Wherever you're intertwined with the public, you
11 have to show some --

12 Q. Act like a gentleman?

13 A. Absolutely.

14 Q. Act professionally?

15 A. Yes.

16 Q. Act politely?

17 A. Yes.

18 Q. You weren't there the night of the
19 incident, right?

20 A. No, I was not.

21 Q. I just want to ask you as a long time
22 steward and understanding the UH work site, have
23 you been in the cafeteria?

24 A. Numerous times.

25 Q. Rainbow is right there?

1 **A.** Correct.

2 **Q.** Kids may be in the cafeteria?

3 **A.** Yes.

4 **Q.** Patients?

5 **A.** Yes.

6 **Q.** Many older?

7 **A.** Absolutely.

8 **Q.** Women, males?

9 **A.** Everyone that has any dealings in the
10 hospital can be there.

11 **Q.** And you would expect if somebody -- if one
12 of your laborers is there, you would expect them
13 to act politely and professionally?

14 **A.** Yes, I would.

15 **Q.** If somebody is calling a UH employee a
16 thief, cussing and raising their voice, would
17 that be problem?

18 **A.** Again, I wasn't there, so I --

19 **Q.** I'm not asking you to admit that he did it.
20 I'm just saying that if you found out one of
21 your 310 employees was in the cafeteria arguing,
22 raising their voice, cussing and calling a UH
23 employee a thief, would that be a problem?

24 **MS. GRAGEL:** Objection. Again,
25 it goes to the ultimate issue. It misstates the

1 record.

2 MR. FELDMAN: He is the chief
3 steward. He can answer the question.

4 MR. CAMPBELL: Do you recall my
5 question?

6 BY MR. CAMPBELL:

7 Q. If you got a call -- are you working at the
8 work site now?

9 A. Yes, I am.

10 Q. If you get a call tomorrow, you're working
11 at the work site and one of your 310 employees
12 is down having a two-minute argument with a UH
13 cashier, calling her a thief, raising his voice,
14 cussing, and telling a manager that "This is
15 bullshit, I want my money," would that be a
16 problem for you?

17 A. It's hard to answer that question because
18 there's different circumstances that would
19 create that. You know, it would be very hard to
20 answer that question.

21 Q. You would investigate it, right?

22 A. That, I would do.

23 Q. And if all those facts were true and they
24 acted inappropriate, you would take action,
25 right?

1 **A.** Action in which way? There's no action
2 that I could possibly take.

3 **Q.** You can't discipline your union members?

4 **A.** Absolutely not. That's why my agent is
5 there.

6 **Q.** You would go talk to your B.A.?

7 **A.** Absolutely. I can't discipline anyone.

8 **Q.** But you can recommend to your B.A., right?

9 **A.** I can talk to him about it.

10 **Q.** Certainly, it would be problem enough for
11 you to go investigate and see what was going on?

12 **A.** Yeah, it would warrant that.

13 **MR. CAMPBELL:** I don't have any
14 further questions.

15 **MR. FELDMAN:** Redirect?

16 **MS. GRAGEL:** Nothing. Except
17 for the introduction of Exhibits, we rest.

18 **MR. CAMPBELL:** Can we take a short
19 break? I may call somebody on rebuttal, but I
20 want to take a short break.

21 (Thereupon, a recess was taken.)

22 **MR. FELDMAN:** Are there any
23 questions about admission of exhibits?

24 **MS. GRAGEL:** For purposes of the
25 union, we offer Union Exhibit --

1 **MR. FELDMAN:** Let's find out if
2 there are any objections --

3 **MR. CAMPBELL:** I don't have any
4 objections to what has been presented.

5 **MS. GRAGEL:** We had Union
6 Exhibits 1, 2, 3, 4, 5. Exhibit 3 was the video
7 of January 29th. There's not been much
8 testimony, except that's where you got your
9 still that was used.

10 **MR. CAMPBELL:** I think they're all
11 in.

12 **MR. FELDMAN:** They're in without
13 objection. Today is July 2nd. Do you want 30
14 days?

15 **MR. CAMPBELL:** How long is the
16 transcript?

17 **MR. FELDMAN:** Five weeks from now
18 is the brief date. That would give you 30 days.
19 Let's pick a date. Let's make it August 15th,
20 2009. These are concurrent briefs, two of them
21 and I'll exchange.

22 **MS. GRAGEL:** Mr. Arbitrator, the
23 15th is a Saturday.

24 **MR. FELDMAN:** Don't you work on
25 Saturday?

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1 **MR. CAMPBELL:** Do you just want to
2 say Monday, the 17th?

3 **MR. FELDMAN:** Send the briefs to
4 me. Mail them directly to me. Thank you very
5 much for having me.

6 (Thereupon, the proceedings were
7 concluded at 12:30 p.m.)

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1 C E R T I F I C A T E

2 STATE OF OHIO,)
 3) SS:
 4 SUMMIT COUNTY,)
 5

6 I, Stephanie R. Dean, Court Reporter and
 7 Notary Public within and for the State of Ohio,
 8 duly commissioned and qualified, do hereby
 9 certify that these proceedings were taken by me
 10 and reduced to Stenotypy, afterwards prepared
 11 and produced by means of Computer-Aided
 12 Transcription and that the foregoing is a true
 13 and correct transcription of the proceedings so
 14 taken as aforesaid.

15 I do further certify that these proceedings
 16 were taken at the time and place in the
 17 foregoing caption specified.

18 I do further certify that I am not a
 19 relative, employee of or attorney for any party
 20 or counsel, or otherwise financially interested
 21 in this action.

22 I do further certify that I am not, nor is
 23 the court reporting firm with which I am
 24 affiliated, under a contract as defined in Civil
 25 Rule 28(D).

IN WITNESS WHEREOF, I have hereunto set my
 hand and affixed my seal of office at Akron,
 Ohio on this 8th day of July, 2009.

 Stephanie R. Dean

My commission expires August 30, 2010.

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BUILDING LABORERS' AGREEMENT

▼
BUILDING LABORERS'
LOCAL UNION No. 310

CLEVELAND, OHIO

2005 - 2009

▼
Affiliated with
LABORERS' DISTRICT COUNCIL OF OHIO
and
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA



RESPONDENT
7
7/2/09 SRD
COURT REPORTERS
OF AKRON CANTON AND CLEVELAND

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**A G R E E M E N T
OF THE
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
BUILDING AND CONSTRUCTION
LABORERS' UNION
LOCAL No. 310
AND
THE CONSTRUCTION EMPLOYERS
ASSOCIATION**

WHEREAS, the parties hereto desire to stabilize employment in the building industry and agree upon wage rates and conditions of employment and do away with strikes, boycotts, lockouts and stoppage of work.

THEREFORE, the Employer and Union sign this Agreement as the authorized agents of such membership in respect to all the matters set forth in this Agreement, and the provisions of this Agreement shall be binding upon both parties on Building Construction work in Cuyahoga and Geauga Counties, Ohio.

WITNESSETH:

THIS AGREEMENT made and entered into this Eleventh Day of May, 2005, by the Association of Contractors who sign this Agreement, Mason Contractors, Cement Finishing Contractors, Carpenter Contractors, Plastering Contractors, the Construction Employers Association, A. G. C. of Ohio, Cleveland Division, any other Contractor, or Person, Firm, Corporation, Partnership, Company, Broker, or Owner acting as General Contractor, and each member thereof, who has assigned to it their bargaining rights, Subcontractor or Agent thereof and any other Contractors' Association, who become signatory to this Agreement (hereinafter called the "Employer"), with Laborers' Local Union No. 310 of Cleveland, Ohio (hereinafter called the "Union").

ARTICLE 1

**PARTIES, RECOGNITION, JURISDICTION
AND SECURITY**

Section 1. The term "Employer" shall be construed to include The Construction Employers Association, A.G.C. of Ohio, Cleveland Division, any General Contractor, or

any Person, Firm, Corporation, Partnership, Company, Broker or Owner acting as General Contractor and each member thereof, who has assigned to it their bargaining rights, Subcontractor or Agent thereof and each Mason Contractor, Cement Contractor, General Contractor, who becomes signatory to this Agreement. The term "Union" shall be construed to include Building Construction Laborers' Local No. 310 of Cleveland, Ohio, its Officers, Agents and Members.

Section 2. It is a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the eighth day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the eighth day following the beginning of such employment, become and remain members in good standing in the Union. During this probation period, the prevailing wage rate and fringes must be paid.

Section 3. The parties jointly agree to encourage the use and introduction of any tools, equipment or methods as used by the Laborers which promote and encourage good work practices and production. In doing so, the parties further agree that there will be no piecework or limitations upon the amount of work that any employee shall perform during any working day, nor shall they place any restrictions against the use of any machinery, tools, or methods, nor against any materials, raw or manufactured, except prison-made materials. Whenever tools, equipment, and machinery are introduced to perform work within the Laborers' jurisdiction, the operation and maintenance of said tools, equipment or machinery shall be assigned to employees covered by this Agreement.

Section 4. This Agreement shall bind all subcontractors while working on the job site for an Employer upon whom this Agreement is binding. Any Employer who sublets any of his work must do so subject to all the terms and conditions of this Agreement. A breach of this provision by an Employer with regard to the sub letting of his work on the job site shall after notice to the Employer of such breach, constitute the right for employees to withhold their labor only on the job that the breach occurs until the breach

is remedied. Each Employer agrees to withhold from any sums due from the Employer to any subcontractor for any particular job the amount of any contributions due from said subcontractor to any of the Fringe Benefit Funds provided for herein, provided that written notice of the approximate amount due is sent by the Administrator of the Fringe Benefit Fund by registered mail, return receipt requested, to the office of the Employer from which the subcontractor is regularly paid, and further provided that when said notice is received by the Employer there are amounts still owing to the subcontractor by the Employer.

Section 5. If an Employer is continually delinquent in payment of deductions and contributions or fails to pay the negotiated wage scales, he is in violation of this Agreement. This violation is just cause of the Union to withhold the services of its members.

Section 6. The Employer will make every effort to obtain men from the Local Union. Upon request, the Union will undertake to furnish the Employer with men to perform the work coming within the jurisdiction of the Union and covered by the terms of this Agreement, provided that the employment of these men is in accordance with the terms and conditions of this Agreement.

Section 7. The Employer herewith recognizes the Union as the sole, exclusive bargaining agency for all the employees of the Employer in the following classifications or any other classifications of work over which the Union has jurisdiction.

LOCAL NO. 310 JURISDICTION

Scaffolding: Building of scaffolds and staging for Cement Masons, Brick Masons, and Plasterers, including maintenance and removal of same regardless of height.

Excavating and Foundations: Excavating for buildings and all other construction, including airport construction, digging of trenches, pier foundations, holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, caissons, cofferdams, wells, cylinders, dams, dikes, subways, grading, pitman, driving sheeting by maul hand or jackhammer, also the signaling of all work described herein, including direction of traffic and flagmen on the job site. Handling and installation of well points or any other dewatering system. When a signal man is required on excavation and backfilling when done in the blind, the signaling shall be performed by the Local No. 310 Laborers.

Shafts and Tunnels, Subways and Sewers:

Construction of sewer shafts, tunnels, subways, culverts, all underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering, lagging, bracing, propping or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate and rings. Pouring, pumpcreting or guniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete and material. Installation of well points or any other dewatering system.

General Excavation and Grading: All clearing of sites, trees, brush and disposal of same, tamping, filling, backfilling, grading and landscaping; and all semi-skilled and unskilled labor work connected herewith.

Landscaping: Landscaping consists of preparing the soil, grading, backfilling, digging of holes, planting of trees, shrubs, seed, straw, sod and all fertilizing, including the unloading, loading, distributing of all the above items and watering of all seed, sod, trees, shrubs, inclusive. Also, the installation of all sprinkling and irrigation systems for the sole purpose of landscaping maintenance.

Waterworks, Sewage Disposal Plants, Pumping Station, Reclamation Projects, Incinerator Plants, Power House and Air Pollution Plants, etc.: All work in connection with the above mentioned facilities, such as the pouring of concrete, laying of all sewers, backfilling, grading, digging, tenders, and all other semi-skilled labor work not mentioned shall be done by Laborers covered under this Agreement.

Concrete, Bituminous Concrete and Aggregates: Concrete, bituminous concrete and aggregates for walls, foundations, floors or any other construction. Mixing, handling, conveying, grouting, rough grading, pouring in, piling, vibrating, guniting and otherwise applying concrete, whether done by hand or any other process, including operation of motorized wheelbarrows or buggies, or machines of similar character, whether run by gas, diesel or electric power, cutting of nails, wires, wall ties, carrying

reinforced rods and mesh, chipping and roughing by hand or any other process, wrecking, stripping, dismantling and handling of concrete forms, pouring, repairing of sidewalks, driveways, filling stations, parking lots, preparing and grading, tamping of earth and excavating of all floors, sidewalks, etc., placing of concrete or aggregates whether poured, pumped, gunited or placed by any other process. The assembly, bracing, propping, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning up of such equipment, parts and/or connections. The aging, curing, other than curing compounds and sprinkling of concrete mortar and other materials applies to walks, floors, ceilings and foundations of buildings and structures. This includes temporary protective covering of all kinds, before or after any concrete pours. The building of runways, ramps, required to convey and place concrete or other aggregates shall be the work of the Laborers. The cleaning of tools, machinery, equipment and the mixing of dry shake after the pour shall be the work of the Laborers. When conveyors are being used for placing concrete and are being handled by hand sufficient number of Laborers will be used. All concrete work as described above, and in addition the hooking on, the unhooking of the bucket, placing, signaling of all concrete and other aggregates shall be the work of the Laborers. Bush hammering work for all concrete work; all of the above and any other work in connection with concrete whether semi-skilled or unskilled shall be the work of the Laborers. The discharging of all concrete from the trucks to hoppers, concrete buckets, pumpers, buggies or any other method used in discharging concrete from trucks shall be the work of the Laborers.

Utilities and Pipe Lines: All sewer, gas, water, electric, steam and drainage, excavating, digging, laying of all sewers inside of curb line, backfilling when done by hand, shall be the work of the Local No. 810 Laborers. Distribution of all materials used on the above work, also concreting and grouting. In no event will any Laborers be permitted to work in any depth that is considered hazardous without being properly sheeted, braced and made safe to work.

Under Pinning, Lagging, Bracing, Propping and Shoring: Under pinning, lagging, bracing, propping and shoring, operation of the air track and wagon-drill, the unloading of all materials, raising and moving of all structures; raising of structures by manual or hydraulic jacks or other methods. Shoring and under pinning of

structures; loading, resetting of structures in new locations to include all site clearing, hand excavating for foundation and concrete work. Clean-up and backfilling, landscaping old and new site.

Drilling, Blasting and Lansing: All work of drilling, jack hammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, loading holes, setting fuses, making primers and exploding charges.

Signal Men: Signal men for traffic control within the construction site.

Mason Tender: Distribution of all materials used by brick masons by any method including distribution by motorized wheelbarrows, power pulleys, walkalong forklift trucks, including stand on platform types, all terrain forklifts, or other machines of similar or like characteristics, whether driven by gas, diesel or electric power, including the hooking on and signaling for the same shall be the work of the mason tender, including brick mortar, tile, blocks, stone, and ringing of signal bells on elevator hoists. The covering, hanging, placing of tarps, visqueen or any other type of material for the purpose of protection or other purposes, shall be the work of the Laborers. The erection, dismantling and maintenance of all scaffolding regardless of height shall be the work of the Laborers. The pouring, puddling and vibrating of all masonry walls, with concrete vermiculite, sand, insulation or any other materials shall be the work of the Laborers.

Plasterer Tender: Distribution of all materials used by the plasterer, by any method shall be the work of the plasterer tender. When pumped, the assembly, uncoupling, bracing, propping of all connections in parts of or to equipment used in mixing or conveying. Also, operation of equipment used. Tending salamander, cleaning of plaster debris, which includes scraping, sweeping and any necessary washing of floors, walls, windows and ringing of signal bells on elevator hoists. The covering, hanging, placing of tarps, visqueen or any other type of material for the purpose of protection or other purposes, shall be the work of the Laborer. The erection, dismantling and maintenance of all scaffolding regardless of height shall be the work of the Laborers.

Cement Mason Tender: All distribution of all materials used by a cement mason by any method shall be the work of the cement mason tender, excavating, tamping and finished grading of all driveways, sidewalks, basements, floors, aprons, all concrete work for walls, foundations, floors or any other construction, mixing, handling, conveying, grouting, rough grading by a rake or shovel, pouring in piling, vibrating, guniting, and otherwise applying concrete whether done by hand or any other process, cutting of nails, wires, wall ties, raising reinforced rods, mesh, chipping, and roughing by hand or any other process and ringing of signal bells on elevator hoist. The covering, hanging, placing of tarps, visqueen or any other type of material for the purpose of protection or other purposes, shall be the work of the Laborers.

Iron Worker Tender: Unloading to stockpile of reinforced rods, wire mesh, windows, window frames, doors, door bucks and angle irons when done by hand, also metal siding, lockers and uncrating of same.

Carpenter Tender: The Jurisdictional Agreement of February 26, 1971, incorporated as Appendix B in this Agreement, shall apply unless modified or terminated according to the Agreement. If the Agreement is terminated, the Employer agrees to meet with the Union to renegotiate the paragraph. But not in limitation of, Carpenter Tender shall also include the following:

When there is a continuous pour of concrete for construction where jacks are used, the Laborer shall be used to do all jacking on this type of work; all signaling or bell ringing on all hoists and cleaning of lumber and pulling of nails; all drilling for anchor bolts and dowels when drilling is done in concrete. The unloading of metal door bucks to a stockpile or stockpiles shall be the work of the Laborers. The stripping of forms that are wrecked or are not to be reused on the same job site shall be done by Laborers.

Where power is used in the moving, loading or unloading of concrete forms and all other materials used by carpenters and handled by Laborers including all handling, rigging and signaling to a stockpile or stockpiles shall be the work of the Laborers. Any Employer not assigning work in accordance with this Section shall be considered in violation of this Agreement.

Cleaning: Cleaning and clearing of all debris, including

wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction area.

General/Final Clean-Up: Prior to the acceptance of the building by the Owner, sweeping, cleaning of fixtures, washdown and wiping of construction facilities, equipment and furnishings. Clean-up, mopping, washing, waxing and polishing or dusting of all floors or areas. The cleaning of windows, whether interior or exterior on all buildings, prior to the acceptance of the building by the Owner shall be the work of the Laborer. All of the above work shall apply not only to general contractors but to all sub-contractors whose work comes within this jurisdiction, whether mechanical or otherwise.

Wrecking: The wrecking, cutting, burning, dismantling of partial or complete structures such as furnaces, boilers, stoves, gas washers, dust-catchers, stacks, precipitator, power house, slag pit, and etc. All hooking and unhooking, signaling when materials for salvage or scrap are removed by power or all other means.

The demolition of all asbestos, buildings, factories, etc. All loading and unloading of materials carried away from the site of wrecking. In all remodeling and renovation, the wrecking, dismantling and partial wrecking of all fixtures, counters, partitions, walls, floors, flooring, shelves, etc. when not salvageable or when scrap, shall be done by the Laborers. The wetting down of all debris in the process of the demolition shall be done by the Laborers.

All burning of debris on the job site will be tended by the Laborer for the safety of the public.

Asbestos, Lead and Hazardous Waste Removal: The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials within the Laborers jurisdiction shall include the following:

The erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement of asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating, or otherwise packaging of materials for disposal; the transportation and disposal of all such materials to

any authorized disposal; as well as the clean up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials.

Heat Tender: When temporary heat is required for concrete work, plaster work, masonry work or to supply protection for the workers or to heat shanties, the tending of these salamanders, propane heaters or any other means for curing process will be the work of Local 310 Laborers.

Under certain job conditions, a contractor utilizes temporary heating equipment at his option which requires periodic filling or switching of fuel tanks or repositioning of such heating equipment one or more times during an eight-hour period. In this situation, the tending of this equipment shall be performed by a member of Laborers' Local No. 310 and he shall be paid at the Building and Construction Laborers and Heat Tenders rate of pay.

Residential: Residential construction is herein defined as all work in connection with the construction, alteration or repair of all residential units, such as single-family dwellings, duplexes, condominiums, cluster homes, apartments and non-commercial related buildings of four (4) stories and less, including any residential project in which the Federal Government or any of its agencies, or any State Government or political subdivision thereof furnishes by loan, appropriation, guarantee or grant all or any part of the funds used in the construction, reconstruction, improvement, enlargement, alteration, repair, renovation, painting or decorating of such improvements, but excluding hotels, motels, nursing homes and assisted living facilities.

Transfers or Layoff: Laborers tending specific crafts on a construction site shall not be transferred or laid off from the tending of these crafts and leaving the crafts untended.

ARTICLE II HOURS, OVERTIME, HOLIDAYS

Section 1. Eight (8) hours shall constitute a days work between the hours of eight o'clock (8:00) A.M. to four-thirty (4:30) P.M. with one-half (1/2) hour for lunch. The regular lunch hour will be between twelve o'clock (12:00) Noon and twelve-thirty (12:30) P.M. This shall be known as the regular working day and shall be time actually employed at work. The employees and/or crews can work flexible

starting times between seven o'clock (7:00 A.M.) and nine o'clock (9:00 A.M.)

For concrete pours only, it is understood that at times the Employer's need for productivity and efficiency on the job will not allow the crew to take their lunch at the regular time. Under such circumstances, the Employer may schedule parts of the crew to take their lunch between 11:30 A.M. and 1:00 P.M. If for any reason this is not possible and the employee is required to work through his lunch hour, he shall be paid time and one-half (1 1/2) for same and given a reasonable amount of time to eat his lunch, but at least fifteen (15) minutes to eat his lunch and the Employer will make arrangements so that no Laborer will eat his lunch later than one-thirty (1:30) P.M.

Section 2. When two (2) shifts are employed, the first shift shall work eight (8) hours from eight o'clock (8:00) A.M. to four-thirty (4:30) P.M. The second shift shall be from four-thirty (4:30) P.M. to twelve-thirty (12:30) A.M. and the employees shall receive eight (8) hours pay plus Twenty-Five Cents (\$.25) per hour. A. When three (3) shifts are employed, the first shift hours are from eight o'clock (8:00) A.M. to four-thirty (4:30) P.M. The second shift hours are from four-thirty (4:30) P.M. to twelve-thirty (12:30) A.M. The third shift hours are from twelve-thirty (12:30) A.M. to eight o'clock (8:00) A.M.

A. When shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7 1/2) hours and receive eight (8) hours at the regular straight time hourly rate plus Twenty-Five Cents (\$.25) per hour. The third shift shall work seven (7) hours and receive eight (8) hours at the regular straight time hourly rate plus Fifty Cents (\$.50) per hour.

B. When there are three (3) shifts worked, the regular work week will be from eight o'clock (8:00) A.M. Monday morning through eight o'clock (8:00) A.M. Saturday morning. When the Employer works any other hours or shifts other than the normal eight o'clock (8:00) A.M. to four-thirty (4:30) P.M. shift, a job conference shall be held to determine working time, lunch periods and other questions that may arise before he starts his job.

C. All work performed before the hours of eight o'clock (8:00) A.M. and after four-thirty (4:30) P.M. shall be paid

for at one and one-half (1 1/2) times the regular hourly rate of pay, except when an Employer is working a flexible work day where the hours are established between the hours of seven o'clock (7:00) A.M. and five-thirty (5:30) P.M.

D. When Laborers are tending a craft on shift work, the starting time of the shifts shall be the same as that of the trades the Laborers are tending. Shifts shall not overlap. An employee may work a second and/or a third shift without a first shift as long as the appropriate shift differential pursuant to this Section is paid.

E. All other time worked before or after the regular established shifts set forth above shall be paid for at the rate of one and one-half (1 1/2) times the regular straight time hourly rate except for Sundays and Holidays when the rate shall be double the straight time hourly rate.

F. A thirty (30) minute unpaid lunch period shall be scheduled at the midpoint of the scheduled work shift.

Section 3. When for reasons beyond the control of the contractor it is impossible to work a crew in the daytime, namely on work on occupied stores, hotels, office buildings, banks, hospitals, etc., the Employer may be permitted to work at second shift rates.

A. All overtime work performed Monday through Friday shall be paid at one and one-half (1 1/2) times the straight time hourly rate.

B. Saturday shall be paid at one and one-half (1 1/2) times the straight time rate.

C. Work performed on Sundays and Holidays shall be paid at two (2) times the straight time rate.

D. Double the straight time rate shall be the maximum compensation for any hour worked.

E. The observed Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the six (6) stated holidays fall on a Saturday or Sunday, they shall be observed as the Federal Government observes the holiday. There shall be no work on Labor Day except in special cases of emergency.

F. Friday Midnight until Sunday Midnight inclusive

are considered Saturday and Sunday work days and shall be paid for at the appropriate overtime rate. When there are three (3) shifts worked, the third (3rd) shift from Friday twelve-thirty (12:30) A.M. to Saturday eight o'clock (8:00) A.M. shall be paid for at the regular rate of pay as specified in Article II, Section 2. All work performed beyond the shift hours as specified in Article II, Section 2, shall be paid the appropriate overtime rate of pay.

Section 4. If a special starting time is required for any shift for circumstances beyond the control of the Employer, the Employer may request such a starting time from the Union which request shall not unreasonably be denied.

A. The Employer has the option of working five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. The Union must be given at least three (3) calendar days notice of changing from one schedule to another which must be maintained for a minimum of one (1) work week. Proposals of less than three (3) days are to be considered with the Business Manager and the Contractor.

B. In the event of lost time Monday through Thursday, while working the four (4) ten (10) hour days schedule, Friday may be worked as a make-up day at the straight time taxable hourly rate of pay. If an employee is called out on Friday, a minimum of four (4) hours is guaranteed.

Section 5. There shall be no traveling time allowed in connection with employment within the confines of Cuyahoga and Geauga Counties, Ohio, except when men are moved from shop to job, or job to job during working hours.

Section 6. When members are required to work on Saturdays, Sundays or Holidays, the Steward will notify the Union by telephone or facsimile transmission.

ARTICLE III WORKING CONDITIONS

Section 1. All employees shall be paid Friday and no more than three (3) days pay shall be held back from the regular work week, which will be at the end of work Tuesday. Each employee shall be paid in currency or guaranteed payroll check and during the regular working hours, and if the job is not worked on payday because of weather or any other unforeseen circumstances, the

employee will be paid no later than twelve o'clock (12:00) Noon.

Payroll checks shall have a wage statement attached to each check, and currency shall be in a sealed envelope which shall have a wage statement on its face. The wage statement must include the following items:

1. The name and address of the Employer.
2. The name of the employee.
3. The date the weekly pay period ends.
4. The number of straight time hours worked during the pay period.
5. The number of overtime hours worked.
6. The gross amount of wages.
7. The amount of Income Tax withheld.
8. The amount of Social Security Tax withheld.
9. The net amount of money enclosed.
10. Any other deductions.
11. A statement that the proper credits to the Fringe Benefits Funds as per Agreement are being paid.

Section 2. An employee discharged from work must be notified by the foreman or a representative of the Employer on the job during working hours and shall receive pay in full at that time. Notification of discharge must be no later than one-half (1/2) hour prior to the end of the regular working day and after the employee has picked up his tools and belongings he shall then leave the job. Employees shall receive not less than a full day's pay for the day of discharge, unless he is discharged for misconduct such as drinking, theft, or failure to comply with Management orders. All employees quitting work on their own accord will be paid on the next regular pay day.

Section 3. When an employee is required to wait beyond quitting time, the employees pay shall continue until payment is made, not to exceed eight (8) hours straight-time pay for any twenty-four (24) hour period. In exceptional circumstances, when the employee does not receive his pay as required, the employer must ensure that the employee's pay is delivered to the Union Hall no later than 3:00 P.M. on the day following the layoff, (1:00 P.M. on Saturdays), with the exception of Sunday and holidays. When the employer fails to abide by this exception, the 8/24 will apply.

Section 4. Any new employee reporting to work at specified time in response to a request from an Employer

and not put to work shall be guaranteed two (2) hours pay if weather permits work to proceed. If weather prohibits work, see Article III, Section 5.

Section 5. When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense.

The employee must remain on the job for one (1) hour ready to work in order to qualify. If the Laborer is instructed to remain after nine o'clock (9:00) A.M. or if he starts to work at any time then the Twenty Dollars (\$20.00) travel expense is waived and the 2-4-6-8 provision shall apply.

Section 6. If the employee starts to work he shall be guaranteed two (2) hours pay. If he works more than two (2) hours he shall be guaranteed four (4) hours pay. If he works for more than four (4) hours he shall be guaranteed six (6) hours pay. If he works for more than six (6) hours he shall be guaranteed eight (8) hours pay. This provision shall only apply to inclement weather, equipment breakdown or for reasons beyond the control of the contractor. In order to qualify for said guarantees the employee shall work unless to do so would create a safety hazard or endanger his health. In any case, he shall remain on the job ready to work for the guarantee period in order to qualify for said guarantees.

A. Masonry Work Only: If the employee starts to work he shall be guaranteed two (2) hours pay. If he works more than two (2) hours he shall be paid to the next full hour. This provision shall only apply to inclement weather, equipment breakdown or for reasons beyond control of the contractor.

B. Employees must sign out and be responsible for tools issued by the Employer.

Section 7. All employers subject to this Agreement are required to post a "Wage, Fringe Benefit, and Related Accounts Payment Guaranty Bond" according to the following schedule:

One to 3 employees	\$10,000.00
4 to 10 employees	\$20,000.00
11 to 20 employees	\$40,000.00
21 to 50 employees	\$65,000.00

(Every 25 additional employees, the bond increases by \$50,000.00)

The Bond shall be obtained from each Employer by the Union before any employees are put to work for that Employer. If the Employer is unable to obtain such a bond, they must post a cash sum not less than \$5,000 or in an amount to be determined by the Union and they must agree the Fringe Benefits, as described in Article VII, will be paid on the same day when wages are paid to the employees. The original Bond shall be kept with the records of the Union and a copy of each such bond shall be promptly delivered by the Union to the offices of the Construction Employers Association. Notice of cancellation of any such bond shall be given promptly to the Union, and then by the Union to the Construction Employers Association. All bonds furnished hereunder shall have as sureties thereon surety companies which are authorized to do business in the State of Ohio and such bonds shall be in substantially the form as prescribed by trustees of the Fringe Benefit Funds.

The Administrator of the Fund shall notify the Association and the Union of any contractor paying on a weekly basis who becomes delinquent, and if said delinquency is not cured within five additional working days, shall notify the Union with a copy to the Association that all working men should be withdrawn.

Section 8. The Employer, Developer or Owner will not in any way act as the agent for the Union.

Section 9. The Employer must notify the Union five (5) days prior to starting work. It is agreed that upon request of either party, a pre-job conference must be held at least five (5) days prior to commencing work to discuss any conditions which either party considers beneficial for that job. It is further agreed that the Union may request and hold a pre-job conference with the contractor on an individual Union basis to achieve the intent of this Agreement. At any time during the progress of the job, the contractor or Union can call for a meeting to discuss manning requirements, starting and quitting times as in Article II, of the current Agreement, and other work that may develop including the general/final cleanup. In all cases, the Owner shall be invited to attend these meetings.

Section 10. The Laborer Foreman shall be selected by the Employer. On request by the Employer the Union will

refer an individual capable of performing the duties of a Laborer Foreman, but the designation of the individual as a Foreman shall be made by the Employer and the Employer is free to reject any individual referred by the Union to hold the position of Laborer Foreman.

A. In any event, the Laborer appointed Foreman must have continuously been working in the new jurisdiction of Local No. 310 for the minimum period of twelve (12) months.

B. When there are three (3) Laborers on the job, one (1) shall be a working Laborer Foreman, when there are eight (8) Laborers on the job, the Foreman shall then be classified as General Foreman, and shall retain that position for the duration of the job.

Section 11. On jobs employing six (6) or more Laborers, preference in employment may be given to the Laborer who is fifty (50) years of age or over.

Section 12. When an employee is called in to work overtime on Saturday, Sunday or Holidays, or when he is called back during the week after he has gone home, he shall be allowed at least two and one-half (2 1/2) hours of work.

Section 13. The Employer shall provide a shanty where employees may dress, keep their clothes, and eat their lunches. Said shanty or shelter house shall be heated no later than October 1st, kept clean and made comfortable at all times. When rainwear and other unusual clothing are needed, contractor will furnish one (1) set of such equipment. Personal items such as hard hat helmet webbing shall be new when issued. Employees shall be responsible for the cost of any furnished equipment not returned to the Employer. Palatable drinking water will be furnished by each Employer and in warm weather, Employer shall supply ice. The Laborers shanty shall not be used for tool rooms or material sheds. The shanty may be shared with other trades if eight (8) Laborers or less are employed. The Employer shall furnish a suitable and sanitary toilet or toilets, properly secluded, on all work and in compliance with OSHA standards.

If the Union believes that the above described facilities are not being maintained, it shall provide a written notice to the employer listing the deficiencies with a copy of the notice to CEA. If the deficiencies are not remedied, a two

person Board or Arbitrators consisting of the Business Agent and the Executive Director or their designees, shall immediately visit the site and determine whether deficiencies exist and may order the withholding of services until all deficiencies are remedied. The decision will be final and binding. If the two person Board deadlocks, a mutually agreed upon third member shall immediately visit the site and make a final and binding determination, including the withholding of services until identified deficiencies are remedied.

Section 14. The Employer agrees at all times to comply with all State and Federal laws and statutes pertaining to Worker's Compensation laws of Ohio, Unemployment Insurance, Withholding Tax and other Social Security Acts. The Employer agrees to comply with all Municipal, State and Federal safety codes.

Section 15. In case of loss by fire of clothing on a job at any time, the Employer shall be responsible for such loss in the amount of One Hundred Dollars (\$100.00) covering each individuals loss. Proof of loss is required.

Section 16. Stewards:

A. At the discretion of the Business Manager, a Steward will be sent to all jobs when the job first starts. It shall be the responsibility of those listed for the placement of the Steward. Any person, Construction Manager, Prime Contractor, General Contractor, Brokerage Firm, Corporation or Company that employs Laborers directly or indirectly must accept the Steward sent out by the Business Manager, and he or his Field Representatives may visit and consult with the Steward and members on the job.

B. When there is a General Contractor or Prime Contractor, the employment of the Steward shall be their responsibility with the approval of the Business Manager.

C. The Construction Manager, General or Prime Contractor must employ the Steward or see that he is employed when there are multiple contractors on the job site.

D. The Steward shall not be transferred from job to job, nor laid off without first notifying the Union.

E. When an employee is injured in the shop or on the

job, the Steward shall take charge of the employee and see that he is given first aid in the Employer's office and if seriously injured, taken to the hospital or to his home. The Steward shall make a complete report of the accident to the Employer and the Union. A Steward shall suffer no loss of time and be paid for his time while giving first aid to an injured workman and taking care of his tools and clothing, or taking him home. The injured employee, sent home or hospitalized by his doctor, will be paid a day's pay for the day of injury.

F. The Steward shall not be discriminated against, nor laid off for performance of his duty as a Steward, but he shall also perform the duties as a Laborer.

G. The job Steward will be given time to check the job for compliance with the Agreement.

H. The Steward shall be the last employee to be discharged when the job has been completed with the exception of one (1) Foreman. The Steward shall be the last employee laid off during a temporary work shortage and shall be the first employee called back when work resumes, with the exception of one (1) Foreman. The Steward shall not be transferred from a job while employees remain on the job.

I. It shall be the duty of every member to show his check stub or check in payment of wages when requested to do so by the Business Manager, Field Representative or Steward. The purpose of this check is to ascertain if the proper wage scale is being paid by the Employer and if the proper deductions and contributions are being made for the employee's account.

J. The Employer and the Steward shall cooperate in all matters covered by the Agreement.

K. The Steward shall be on the job on all days when Laborers work is being performed and will be notified of all overtime work.

L. All grievances must be reported to the Union office as soon as possible. If members fail to report grievances to the Steward, Field Representative or Business Manager within two (2) weeks, the grievance shall be deemed waived and abandoned.

Section 17. The Employer shall at a time convenient to

the company, grant to employees a coffee break not to exceed five (5) minutes in the morning.

Section 18. Employees shall be paid actual parking expenses incurred, up to four dollars (\$4.00) per day per Employee, provided that transportation is not provided; or there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid parking receipt.

ARTICLE IV PICKET LINES

The Employer agrees that its' employees will not be required under penalty of discharge or discipline of any kind to walk through or cross, in any manner, a properly authorized picket line singly or in concert, and any refusal to cross a picket line singly or in concert shall not constitute a breach of this Agreement.

ARTICLE V

The parties hereto recognize that the temporary employment during the summer months of high school and college students is desirable, but should not reach proportions that will be of disadvantage to individuals who are permanently employed in the industry and rely upon it exclusively for their support and maintenance. It is agreed that no high school or college student will be employed on any construction project if to do so would deprive a regular full-time employee of his livelihood. In order to avoid conflict, it is agreed that before hiring a student, the subject of his employment will be approved by the Business Manager of the Union.

ARTICLE VI RATES OF PAY

Section 1. The following rates of pay and classifications of work shall be in effect commencing May 11, 2005, with a \$1.05 increase, a \$1.05 increase due May 1, 2006, a \$1.05 increase due May 1, 2007, and a \$1.10 increase due May 1, 2008.

WORK CLASSIFICATIONS

PER HOUR
2008

Building and Construction
Laborers and Tenders 24.03

Asbestos Removal-Hazardous Materials	24.03
Unloading Furniture & Fixtures.....	24.03
Gunite Operating —	
machines of all type	24.51
Blasters, Shooters, Caisson,	
Well Cylinder,	
Cofferdams, Mine	
Workers — without air	24.53
Laborers on	
Swinging Scaffolds.....	24.28
Air Track & Wagon Drills	24.28
Drywall Stocking and Handling	
(Job Site Deliveries).....	20.93
General/Final Clean-Up	
(Entire shift, excludes demo).....	20.58
*Residential Work	17.18 *
Maintenance Landscaping.....	13.93
(Grass-cutting only)	
General Landscaping.....	18.43
(Construction Sites)	
Sewer Jet	18.88
Heat Tenders	14.88
Acid Brick Tenders.....	24.53
Top Man on Free Standing	
Radial Stack	24.68

**PER
HOUR
2008**

Foreman	1.25
per hour above highest	
Laborers Classification on job	
General Foreman	1.75
per hour above highest	
Laborers Classification on job	
Plus Health and Welfare	3.75
for every hour paid	
Plus Pension	5.20
for every hour paid	
Plus Annuity	3.30
for every hour paid	
Plus Supplemental	
Unemployment Benefit (SUB)	
for every hour paid	.40

*Health and Welfare Only

**PER
HOUR
2005** **PER
HOUR
2008**

Plus Training and Upgrading .10

Plus C.I.S.P.
for every hour paid .14
* Health and Welfare only

APPRENTICESHIP PROGRAM

The parties recognize the need to develop and maintain a high standard of workmanship in the industry and agree to the establishment of a Joint Apprenticeship and Training Committee (JATC).

By January 1, 1998, or as soon as practical, the JATC will develop the Apprenticeship Program in accordance with the Standards of Apprenticeship of the Ohio Laborers' Training & Upgrading Trust Fund. These standards are in conformity with Ohio Revised Code 411.25-30 and Federal Labor Standards, Title 29 CFR29 and 29 CFR30 which govern employment and training in apprenticeable occupations.

The JATC will consist of three (3) members of Laborers' Local No. 310 and three (3) members of the C.E.A. These standards will apply to all signatory employers. An apprentice means "a person who has been accepted into the program and has signed a written apprenticeship agreement with the JATC." The ratio will be one (1) apprentice to five (5) Construction Craft Laborers.

APPRENTICE WAGE PROGRESSION

FIRST PERIOD 1 - 1,000 HOURS

60% of Construction Craft Laborer rate plus full fringe benefits

SECOND PERIOD 1,001 - 2,000 HOURS

70% of Construction Craft Laborer rate plus full fringe benefits

THIRD PERIOD 2,001 - 3,000 HOURS

80% of Construction Craft Laborer rate plus full fringe benefits

FOURTH PERIOD 3,001 - 4,000 HOURS

90% of Construction Craft Laborer rate plus full fringe benefits

DEDUCTIONS MADE AFTER TAXES

The Employer will deduct the following from the taxable hourly rate after taxes.

WORKING DUES ASSESSMENT (WDA), SCHOLARSHIP FUND, REGIONAL ORGANIZING FUND (DEROC) AND DISTRICT COUNCIL ASSESSMENT

The Employers will combine the contributions to the Welfare Fund, Pension Fund, Annuity Fund, Supplemental Unemployment Fund, Training and Upgrading Fund, C.I.S.P., and the deductions for Working Dues Assessment, Scholarship Fund, DERO, and District Council Assessment, which shall be forwarded to Chase Bank.

APPENDIX A FIREBRICK TENDERS AND REFRACTORIES

WORK CLASSIFICATIONS	PER HOUR 2008
Firebrick Tenders (On Blast Furnaces, Soaking Pits, Stoves, Stacks, etc.)	24.18
Mason Tender Handling Carbon Block and Bottom Block for Blast Furnace Stoves, Stacks, etc.	24.43
Lansing Burners	25.53
Bellman and Bottom Man in Blast Furnace and Stove	24.68
Foreman - Fire Brick per hour above highest Laborer classification on job	1.50
General Foreman - Fire Brick per hour above highest Laborer classification on job	2.50

Plus all Fringe Benefits included in Rates of Pay

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A. When Bellmen and Bottom Men are used in Blast Furnace and Stoves, they shall be classified as leadmen.

B. The Gunite operating of all refractories by any type of machine shall be the work of the Laborers.

C. On all jobs of firebrick laying or firebrick demolition when a twelve (12) hour shift is worked, the employee shall receive an additional thirty (30) minute lunch period which shall be allowed and paid at the expense of the Employer. This lunch period shall be taken immediately after the normal shift hours have been worked, unless other arrangements are made.

SWINGING SCAFFOLD

Swinging Scaffolding shall be no greater than forty-two (42) inches in width and be suspended by one rope or metal cable from each support.

ARTICLE VII FRINGE BENEFIT FUNDS

Section 1. Participation in the Fringe Benefit Funds: Each Employer agrees that it is subject to the provisions of the Agreements and Declarations of Trust of the Laborers' Local No. 310 Pension Fund, established March 30, 1966, Welfare Fund established March 30, 1966, and SUB Fund established May 3, 1973, Training and Upgrading Fund established May 1, 1993, Annuity Fund established May 1, 1995 and of the Construction Industry Service Program (C.I.S.P.) described in Article X hereof (collectively, the "Fringe Benefit Funds"). It is a condition of this Agreement that the Fringe Benefit Funds will continue in effect until expressly terminated in accordance with the methods provided in each Agreement and Declaration of Trust establishing said Funds. Each Agreement and Declaration of Trust is adopted and approved by the parties to this Agreement.

Section 2. Pension Fund Contributions: Effective May 1, 2008 through April 30, 2009, the Employer shall contribute to the Pension Fund the sum of Five Dollars and Twenty Cents (\$5.20) per hour per employee contribution for all hours paid.

Section 3. Annuity Fund Contributions: Effective May 1, 2008 through April 30, 2009, the Employer shall contribute to the Annuity Fund the sum of Three Dollars and Thirty Cents (\$3.30) per hour per employee contribution for all hours paid.

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Section 4. Welfare Fund Contributions: Effective May 1, 2008 through April 30, 2009, the Employer shall contribute to the Welfare Fund the sum of Three Dollars and Seventy-Five Cents (\$3.75) per hour per employee contribution for all hours paid.

Section 5. Supplemental Unemployment Benefit (SUB) Fund Contributions: Effective May 1, 2008 through April 30, 2009, the Employer shall contribute to the SUB Fund the sum of Forty Cents (\$.40) per hour per employee contribution for all hours paid.

Section 6. Training and Upgrading Fund Contributions: Effective May 1, 2008 through April 30, 2009, the Employer shall contribute to the Training and Upgrading Fund the sum of Ten Cents (\$.10) per hour per employee contribution for all hours paid.

Section 7. Working Dues and Building Assessment: Effective May 1, 2008 through April 30, 2009, it is further a condition of this Agreement that the Working dues and Building Assessment dated March 26, 1969, will continue in effect until expressly terminated. Effective May 1, 2008 through April 30, 2009, the Employer shall deduct \$0.83* per hour paid from the hourly gross wages paid for all hours paid to employees for Working Dues of which Ten Cents (\$.10) per hour per employee will go to the Building Assessment from all hours paid.

*(Based on 2.25% of the total package of \$36.92 per hour)

Section 8. Effective May 1, 2008 through April 30, 2009, the Employer shall deduct from wages paid to employees and contribute to the Scholarship Fund the sum of Five Cents (\$.05), Regional Organizing Fund (DEROC) the sum of Fifteen Cents (\$.15) and Ohio Laborers' District Council the sum of Ten Cents (\$.10) per hour per employee for all hours paid.

It is the intent of the Union concurred in by the Employer, indicated by the execution of this Agreement, that the Working Dues and Building Assessment shall continue for the purposes intended with a minimum of inconvenience to the Employer, and the reports presently used or as may be amended hereafter covering contributions to the Pension, Annuity, Welfare, SUB and Training and Upgrading Funds will make appropriate provisions for reporting the deductions from wages for the Working Dues and Building Assessment and Scholarship Fund.

The voluntary individual wage deduction authorizations shall be recognized by each Employer as the authorization to continue deductions from the hourly wage rate of each employee covered by the terms of this Agreement, and new

employees or those individuals who have not prior to employment executed such authorization, shall do so.

Section 9. Diversion of Wage Increase to Fringe Benefit Program: It is agreed that any diversion of a scheduled wage increase to a fringe benefit program provided for in this Agreement may be made providing the Union gives written notice to the Employer at least sixty (60) days prior to the date wage increase is to be effective. Such notice to the Construction Employers Association shall be deemed sufficient notice.

Section 10. Contributions and Delinquencies: Contributions to the Fringe Benefit Funds, in the amount fixed by this Agreement, are due on the 15th day of the month following the month in which the hours are worked. The failure of an Employer to pay the contributions, payroll deductions or other monies required hereunder promptly when due shall be a violation of this Agreement as well as a violation of said Employer's obligations under the Agreements and Declarations of Trust. Nonpayment by an Employer of any contributions, payroll deductions or other monies when due shall not relieve any other Employer of his obligation to make such payments when due. Any Employer who is required to make weekly payments as herein provided shall send his payments on a weekly basis.

If the payments and monthly report are not received by the 20th day of the month following the month in which the hours are worked, the Employer will be considered delinquent in making the required contributions. If the payments and monthly report are not received by the last day of the month following the month in which the hours were worked, the delinquent Employer will be subject to and agrees to pay a delinquency assessment of ten percent (10%) of the amount due plus one percent (1%) for each month the Employer remains delinquent, to cover the additional cost and expense of administration during the period of delinquency.

Whenever any Employer is delinquent, the Union may either (a) require such Employer to post a larger bond (reasonably calculated to provide for the wages and fringe benefit contributions and deductions called for by this Agreement, based on the number of employees of and hours of work for the Employer) or (b) require the Employer to pay its contributions and deductions payable by the terms of this Agreement under the provisions of any of the

Agreements and Declarations of Trust of the Fringe Benefit Funds either in cash or by cashier's check, certified check or money order on a weekly basis.

Whenever an Employer is delinquent, the representative of the Union, may with the approval of the Union, withdraw employees from the employment of the Employer without said withdrawal being considered a breach of any of the provisions of this Agreement.

Section 11. Audits: Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by it to the Fringe Benefit Funds. The audit or examination shall be performed by the Fringe Benefit Funds, Administrator or payroll auditor or by their agents. If as a result of said audit or examination a substantial deficiency or deliberate error in payments to the Fringe Benefits Funds is discovered, any cost to the Funds in performing the audit or examination will be the Employer's responsibility, and said cost shall be collectible as any other amount due from the Employer to the Funds.

Section 12. Rights and Powers of Trustees: The respective Trustees and their respective successors in office under each of the Agreements and Declarations of Trust of the Fringe Benefit Funds shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of each or all of said Agreements and Declarations of Trust, and shall, in addition to and with or without the Union, have standing to sue on this Agreement to enforce the terms of said respective Agreements and Declarations of Trust and the payment by any Employer of all sums and contributions due to such respective Trustee of each of said Agreements and Declarations of Trust. A delinquent Employer shall also be liable for, and obligated to pay, the delinquency assessments provided for herein, reasonable interest, all court cost, attorney's fees and other expenses incurred by the Trustees in the collection of contributions due from said delinquent Employer. The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate.

Section 13. The Board of Trustees of the Pension, Annuity, Welfare and SUB Funds shall, for convenience of administration, be the same individuals.

Section 14. The provisions of this Article shall cover all Employer members of the Construction Employers Association, who have assigned to it their bargaining rights, all other Employers who hereafter become signatory to this Agreement and the members of any other association of Employers who by agreement are obligated to make contributions to the Fringe Benefit Funds.

Section 15. An Employer may offer injured workers, eligible for Ohio Workers' Compensation's temporary total compensation benefit, salary continuation/wages in lieu of temporary total compensation. No injured worker shall be required to accept salary continuation/wages in lieu of temporary total compensation.

Weekly salary continuation/wages shall consist of an amount equal to forty (40) hours times the contractual straight time hourly rate, less any deductions required by law. Said weekly amount may be prorated to a daily amount in the week that the employee goes on or off temporary total compensation. The Employer shall not pay any Fringe Benefit contributions on the salary continuation/wage payments, other than Health and Welfare Plan contributions.

At the inception of salary continuation, the Employer and employee shall execute the Bureau of Workers Compensation's salary continuation agreement detailing a minimum period for salary continuation and that forty hours times the contractual straight time rate and the Health and Welfare Fund contributions shall constitute full salary/wages. Thereafter, the Employer or employees may terminate salary continuation/wages and return to temporary total compensation upon one week written notice to the other.

Section 16. Subsistence pay, out-of-jurisdiction travel pay and bonuses are not subject to Fringe Benefits. They must be paid in a separate check. Any Employer who disguises contractual payments, i.e., overtime or wages, as subsistence pay, travel pay or bonuses shall be required to make the required contractual payments to the employee and Funds and shall additionally be subject to the payment of an equal amount as a penalty as the Arbitration Board or court may order.

ARTICLE VIII GRIEVANCE AND ARBITRATION

Section 1. Each of the parties agree that during the life of this Agreement, they will not engage in any Strike, Lockouts or stoppage of work affecting the other party.

Section 2. Whenever any difference or dispute shall arise as to the interpretation or application of the terms of the Agreement, except jurisdictional disputes between the Union and any other Union, separate provision for which is covered under Article VIII, such dispute or difference shall be resolved in the following manner:

1. In conference between the Business Agent and the designated representative of the Contractor.
2. In the event the dispute cannot be so resolved within twenty-four (24) hours, it shall then be referred to conference between designated officers of the Union, the Construction Employers Association and the Employer, as defined by Section 1 of Article 1.
3. Pending the conclusion of the arbitration there shall be no stoppage of work. Should work be stopped by either party the officers of each party agree to carry out any decision of findings so made.
4. Unless so resolved within forty-eight (48) hours, the matter shall then be submitted to a Board of five (5) arbitrators, who shall commence the arbitration talks, within forty-eight (48) hours after they have received notice of complaint; two (2) to be selected by the Construction Employers Association, two (2) to be selected by the Union, and the fifth (5th) to be chosen by the four (4) so selected. Upon failure to so select a fifth arbitrator within forty-eight (48) hours, the selection shall then be made in accordance with the rules and procedures of the American Arbitration Association. The cost of such arbitration shall be borne equally by both parties to the arbitration.

The Board of Arbitration so selected shall hear all evidence and render its decision by a majority vote based on evidence and the contract. The decision so rendered shall be final and binding upon both the Union, the Contractor and the Employer.

JURISDICTIONAL DISPUTES

Section 1. When a jurisdictional dispute arises or the Employer anticipates that a jurisdictional dispute may arise between the Union and another trade or craft on the job site, he shall notify immediately each Union affected by the dispute. Within forty-eight (48) hours after receipt of notice from the Employer, the Union shall appoint a representative and the representatives appointed by the other Union affected by the dispute shall confer with the Employer and attempt to resolve and settle the issues. If the dispute is not adjusted within twenty-four (24) hours after the meeting with the Employer, any party shall have the right to invoke arbitration by reference to an impartial arbitrator selected by agreement of all the parties. The parties shall have forty-eight (48) hours in which to agree upon an impartial arbitrator, failing which the Union together with the Employer and representative of the other Union involved shall request the American Arbitration Association to appoint an arbitrator to hear and determine the dispute. The decision of the arbitrator shall be final and binding upon all parties.

Section 2. In order that there shall be no stoppage of work all affected parties shall attempt agreement upon a temporary work assignment within twenty-four (24) hours after receipt of notice from the Employer that a dispute exists. If within this period the parties are unable to agree upon a temporary work assignment the Employer shall have the right to make an assignment of the work after considering the respective contentions of the Unions involved, applicable decisions and agreements of record and area practices. This assignment shall continue without alteration unless changed by agreement of all parties or by the arbitrator.

Section 3. If any Union fails to join in the request for arbitration, the Employer together with the representative of the other consenting Union shall request the American Arbitration Association, Cleveland, Ohio to appoint an arbitrator. The failure to join in the request shall constitute a waiver of non-consenting Union's right to challenge the arbitrator's appointment, his jurisdiction and the determination reached. The non-consenting Union shall, however, have the right to appear and present evidence at the hearing and the arbitrator is not precluded from deciding the dispute in its favor based upon the evidence presented.

ARTICLE IX

Upon written notice sixty (60) days prior to the anniversary date, this contract may be reopened to adjust the existing contributions and/or deductions.

ARTICLE X CONSTRUCTION INDUSTRY SERVICE PROGRAM

Employers subject to the terms of this Agreement who employ Laborers and apprentices within the jurisdiction of Laborers' International Union of North America, Building and Construction Laborers' Local Union No. 310 of Cleveland, Ohio, shall abide by all terms and conditions of the Construction Industry Service Program as follows:

1. A Declaration of Trust shall be prepared by the Construction Employers Association and copies shall be available for inspection by the parties or other interested persons at the office of the CEA. Said Trust shall be deemed as part of this Agreement.
2. Each Employer covered by this Agreement shall pay to Said Trust Fourteen Cents (\$.14) for each single time hour paid by the Employer to each journeyman or other employee within the bargaining unit; and shall pay the appropriate overtime rate for each overtime hour paid to each such employee by the Employer.
3. The purpose of the Trust shall be to promote the common good of the Construction Industry in the Greater Cleveland area by providing financial support for various activities such as:
 - A. Payment of management's costs in connection with joint apprenticeship programs in Construction Industry.
 - B. Payment of management's expenses in creating, operating and maintaining of additional education and training facilities for the benefit of the Construction Industry and its employees.
 - C. Payment of expenses for the improvement of safety practices in the Construction Industry in the Greater Cleveland area.

- D. Payment of management's expenses in connection with the administration of activities jointly administered with Unions in the Construction Industry in the Greater Cleveland area.
- E. Payment of expenses in connection with the establishment of a public relations program for the benefit of the Construction Industry in the Greater Cleveland area.
- F. Payment of expenses in connection with the collection and distribution of wages and related data to all segments of the Construction Industry in the Greater Cleveland area to insure conformity by all Employers with the terms and conditions of such wage agreements.
- G. Payment of management's expenses for the maintenance of the office facilities and personnel engaged in the activities of the Construction Industry Service Program.
- H. Any Employer who does not pay Construction Industry Service Program (CISP) contributions when performing work under the General President's Agreement or National Maintenance Agreements shall contribute a like amount to the Ohio Laborers' Training & Upgrading Trust Fund for safety and training program assistance. The intent of this paragraph is to maintain economic competitiveness.

It is understood that the Construction Industry Service Program Trust Fund shall not be used by lobbying in support of anti-labor legislation of any kind at municipal, state or national levels or to subsidize any contractor or contractors association in connection with any work stoppage or strike.

The Trustees of said Program shall comply with all present and future federal laws governing the same.

Payments shall be in accordance with such instructions and on such forms as are furnished by the Trustees. Delinquent contributors shall be subject to such penalties as the Trustees may prescribe from time to time.

**ARTICLE XI
GENERAL PROVISIONS**

Section 1. It is expressly understood that working rules, by-laws, conditions, practices or customs, unless same are specifically mentioned in this Agreement, shall be interpreted as being a part hereof.

Section 2. Should any working rule herein contained conflict in any manner with any article in the contract, then the article shall prevail.

Section 3. It is further understood that the provisions of this Agreement shall govern the employment of and the conditions under which employees represented by the Union shall perform work for the Employer in Cuyahoga and Geauga Counties.

Section 4. Construction work not covered by this Agreement shall be governed by the wages and working conditions contained in agreements which the Union has with the Employers in such other divisions of the Construction Industry. This shall not apply to jobs of one day's duration or less.

Section 5. If an Employer is continually delinquent in payment of deductions and contributions or fails to pay the negotiated wage scales he is in violation of this Agreement. This violation is just cause for the Union to withhold the services of its members.

**ARTICLE XII
SAFETY AND TRAINING EDUCATION**

The Company and Union agree on the importance of a safe workplace and the value of periodic safety meetings and training that includes safety related topics.

Safety meetings will not be held during established lunch or coffee breaks.

In accordance with OSHA Safety & Health Standards (29 CFR 1926/1910) requiring safety training and education. Laborers' Local No. 310 shall provide each Union member the 16- Hour Outreach Program Safety Training certified by the U.S. Department of Labor in its Training & Upgrading Program.

**ARTICLE XIII
FAVORED NATIONS CLAUSE**

It has been agreed that the Union will not enter into any written or oral agreement with any contractor within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein. The Union agrees that such more favorable wage rates and conditions other than those contained in a market retention agreement shall automatically be extended to all Employers signatory to this Agreement. Special projects or classes of work shall be excluded from operation of this provision.

**ARTICLE XIV
MARKET RETENTION**

For the purpose of preserving markets traditionally served by the construction industry, a Market Retention Program exists. For complete information on this program, contact the Business Manager or one of his representatives or the Construction Employers Association.

ARTICLE XV

In the interest of public economy, and at the discretion of the Employer or Foreman, all small tasks covered by this Agreement shall be done by mechanics, or Laborers of other trades, if mechanics or Laborers of this trade are not on the building or job site, but same are not able to be of longer duration than one-half (1/2) hour in any one day.

**ARTICLE XVI
DURATION OF CONTRACT**

This Agreement shall become effective as of May 11, 2005 and will continue in force and effect until Midnight, April 30, 2009, unless either party desires to modify the Agreement and notifies the other party, in writing, of its desire to modify, at least sixty (60) days prior to May first (1st) of any subsequent year.

**ARTICLE XVII
NON-DISCRIMINATION CLAUSE**

The parties agree that applicants for employment shall be employed and employees shall be treated during employment without regard to their race, creed, color, religion, sex, national origin, or ancestry.

It is not the intent to discriminate by the use of gender; thus, use of the masculine gender or pronoun shall be construed to include the feminine gender, as well.

**ARTICLE XVIII
JOINT LABOR-MANAGEMENT UNIFORM
DRUG/ALCOHOL ABUSE PROGRAM**

The Parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Contractors and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug free, alcohol free, safe healthy work environment for all of its employees. For details regarding this program, contact the Business Manager or the Association.

**UNION CONSTRUCTION INDUSTRY
SUBSTANCE ABUSE PROGRAM**

The Parties recognize the problems created by drug and alcohol abuse, the need to foster drug-free workplaces and the importance of a prevention and treatment program. The Parties have a joint commitment to protect people and property and to provide a safe working environment.

The purpose of the Program is to establish and maintain a drug-free, alcohol-free, safe and healthy environment for all employees. This Union Construction Industry Substance Abuse Program, is incorporated by reference and may be obtained, upon request, from the Union or Construction Employers Association.

**ARTICLE XIX
SEXUAL HARASSMENT**

The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer and Union when possibility of a problem happens or exists.

ARTICLE XX

IN WITNESS WHEREOF, we the undersigned authorized representatives of the Construction Employers Association, A. G. C. of Ohio, Cleveland, Division; the Mason Contractors; Cement Finishing Contractors; Carpenter Contractors; Plastering Contractors Association

of Cleveland, Ohio and the Laborers' International Union of North America, Building and Construction Laborers' Union Local No. 310, Cleveland, Ohio hereto affix our hands at Cleveland, Ohio this eleventh (11) day of May, 2005.

**FOR THE
EMPLOYERS:**

John Porada
Elliott Azoff
Wayne Creasap
Fred Schirmer
John Arsena
Jim Gajoch

**FOR THE
UNION:**

John T. Kilbane
Terence P. Joyce
John O. Horton, Jr.
Raymond L. Clegg
Sebastian Trusso
Kenneth M. Rosborough

**FOR THE CONSTRUCTION EMPLOYERS
ASSOCIATION**

John Porada
Executive, Vice President

FOR THE A. G. C. OF OHIO, CLEVELAND DIVISION

Jim Gajoch

**APPENDIX B
JURISDICTIONAL AGREEMENT**

JURISDICTIONAL AGREEMENT covering Cuyahoga and Geauga Counties entered into by the Cuyahoga, Lake, Geauga and Ashtabula Counties Carpenters' District Council, United Brotherhood of Carpenters and Joiners of America AFL-CIO, and Building Laborers' Local No. 310, Laborers' International Union of North America, and The Construction Employers Association, Ohio Building Chapter, Associated General Contractors of America, Cleveland Division, and Carpenter Contractors' Association. It is the purpose of this understanding to eliminate jurisdictional disputes, to create harmonious relationships and understanding between these organizations.

1. The stripping in its entirety of all deck forms, ceco pans or similar type pans, panel forms, plastic, fiberglass or paper forms, plywood decks, beam bottoms, beam sides and column forms shall be done by equal number of Carpenters and Laborers.

2. The stripping of Panel Forms, Allen Forms, and similar patented wall forms shall be done by Carpenters.

3. The moving, cleaning, oiling and carrying of Concrete Forms to the next point of erection in a stockpile or stockpiles, at the approximate point of installation designated by contractor's representative shall be done by Laborers.

4. Drill Rigs: It is agreed that on drilled, poured in place piling, or vibro-floatations of Frankie Systems, that spotting of drilling, or other mechanism and alignment of same shall be work of Pile Driver, as well as direction of the job. If casing or caisson, all welding and burning involved is work of Pile Drivers. Removal of water, dirt and debris and pouring of concrete as well as general assistance in handling of casing is work of Laborer.

5. Sheet piling driven by mechanical means, such as hammer hung from crane, is work of Pile Drivers. Any piling driven by jack hammer held by hand or mallet or sledge is work of Laborers. The fabrication of wood sheeting is the work of the Carpenter.

6. Under the direction of Carpenters, Laborers shall carry material to a stockpile in or near saw shed and after being processed they will then carry it to a stockpile at the approximate point of installation.

7. Hand lines used to raise or lower forms and material to actual point of installation shall be handled by Carpenters. Hand lines used to raise or lower material or forms to a stockpile shall be performed by Laborers.

8. On temporary installations (windbreaks, concrete protection or canopies) the building of the framework shall be done by Carpenters. Covers such as tarps or visqueen and/or other material shall be placed in position by Laborers and fastened by Carpenters. On the removal or dismantling of these installations, Carpenters shall remove batts, braces or other material sufficient to allow the complete removal of framework.

During this operation, Laborers will remove tarps, visqueen or other covering material. If protection is to be reused as built up panels or sections, Carpenters will remove and/or place in new position. When reduced to material, Laborers will complete operation of dismantling and reduce framework to material.

9. In erection of scaffolding over fourteen feet in height, Laborers will excavate if necessary for mud sill, Carpenters will then place mud sill, align and level. Laborers will stockpile scaffolding in approximate position when sufficient height is reached to required well wheel or hand line. Carpenter will install well wheel and/or rope. Laborer will then tie on material and Carpenter will pull to point of installation, including hand rail, planking, and all material necessary for completion of scaffolding. Ledger boards on final lift of scaffolding will be placed by the Laborers, if applied loose; if nailed or secured in any other manner, Carpenters will place final ledger boards.

10. Cofferdam: All mucking of dirt and bottom work is work of Laborers including signaling of rig to excavate. If it is necessary to excavate in order to place whalers or ring sets while Pile Driver is setting ring sets or whalers, or to handle and lower ring sets and whalers, signaling of rig shall be done by Pile Drivers.

11. Furniture that arrives on job site knocked down shall be unloaded and assembled and set by Carpenters. Furniture that is assembled when it arrives on job site, shall be unloaded by the Laborers. Any leveling and aligning shall be done by the Carpenters.

12. All crated, boxed, cartoned or wrapped items that are to be used or installed by Carpenters shall be unloaded to a stockpile or stockpiles at the approximate point of erection designated by contractor's representative, by Laborers. These items shall include but are not limited to cabinets, fixtures, trim materials, hardware, paneling, molding, doors, door jambs, etc. The uncrating shall be done by Carpenters. Laborers shall clean up debris.

Crated, boxed, cartoned or wrapped cabinets that are to be installed on apartment buildings and cannot be stockpiled on the upper floors will be unloaded and placed on hoist or elevator by Laborers and removed from hoist or elevator by Carpenters.

Those trim materials not crated, boxed, cartoned or wrapped such as cabinets, fixtures, hardware, paneling, molding, doors, door jambs, etc. shall be unloaded and installed by carpenters. If a mixed load arrives it shall be unloaded by equal number of Carpenters and Laborers.

13. Floor tile and acoustical tile shall be unloaded to a stockpile or stockpiles by Laborers if the total job requires

more than three man hours of unloading time.

14. Drywall, cooling tower materials, planking, shoring, scaffolding, framing materials, runways, concrete forms, plywood not used for trim, shall be unloaded to stockpile or stockpiles by Laborers.

15. **Pre-Fab Houses:** If pre-fab panels are unloaded and simultaneously erected, unloading and erecting shall be done by Carpenters.

If panels are to be stockpiled at foundations, then Laborers shall unload to stockpiles.

16. The unloading and handling of materials which are covered by understandings between Carpenters and other Building Trades Unions shall be unloaded by Carpenters.

17. This Agreement will not affect any provisions relating to supervision in the respective collective bargaining agreements.

18. The jurisdictional provisions of this Agreement shall take precedence over the collective bargaining agreements. Any problems arising out of this Agreement shall be referred to an arbitration board comprised of two (2) representatives of each of the parties to this Agreement and one member of each of the parties shall constitute a quorum. Any party to this Agreement may request a meeting and the board shall meet within five (5) days.

19. Any party wishing to terminate this Agreement may do so by requesting a meeting of the arbitration board in writing and this Agreement shall remain in effect until thirty (30) days after the date of the meeting.

February 26, 1971

**CUYAHOGA, LAKE, GEAUGA
AND ASHTABULA COUNTIES
CARPENTERS' DISTRICT COUNCIL**

Thomas J. Welo
Louis Konya

BUILDING LABORERS' LOCAL No. 310

Elso D'Eusario
Joe F. Valente

CONSTRUCTION EMPLOYERS ASSOCIATION

Robert Dalton
Director of Labor Relations

**OHIO BUILDING CHAPTER,
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, CLEVELAND DIVISION**

Norman R. Prusa
Executive Secretary

CARPENTER CONTRACTORS' ASSOCIATION

J. E. Horner

We take great pride in this Union and its accomplishments. – It didn't come easy, however, remember, please, that unionism is not a heritage, but rather must be continually protected and fought for by its members.



*Duty, honor, courage.
Unity is through sacrifice!*



**YOUR UNION IS WHAT
YOU MAKE IT**

**BUILDING AND CONSTRUCTION LABORERS
LOCAL UNION NO. 310**

AND

UNIVERSITY HOSPITALS HEALTH SYSTEMS, INC., ET AL

53 300 E 00098 09

UNION EXHIBIT: 4



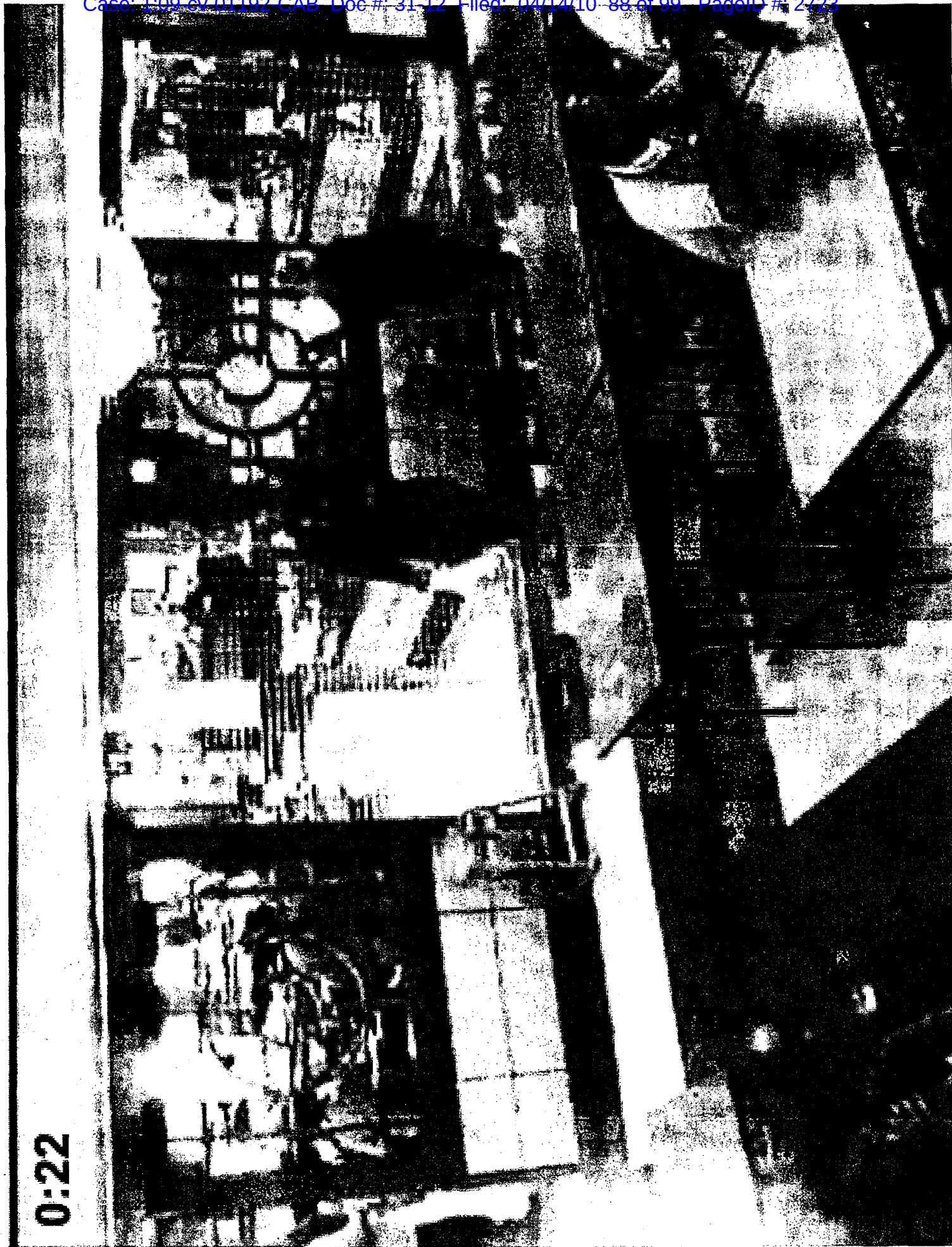
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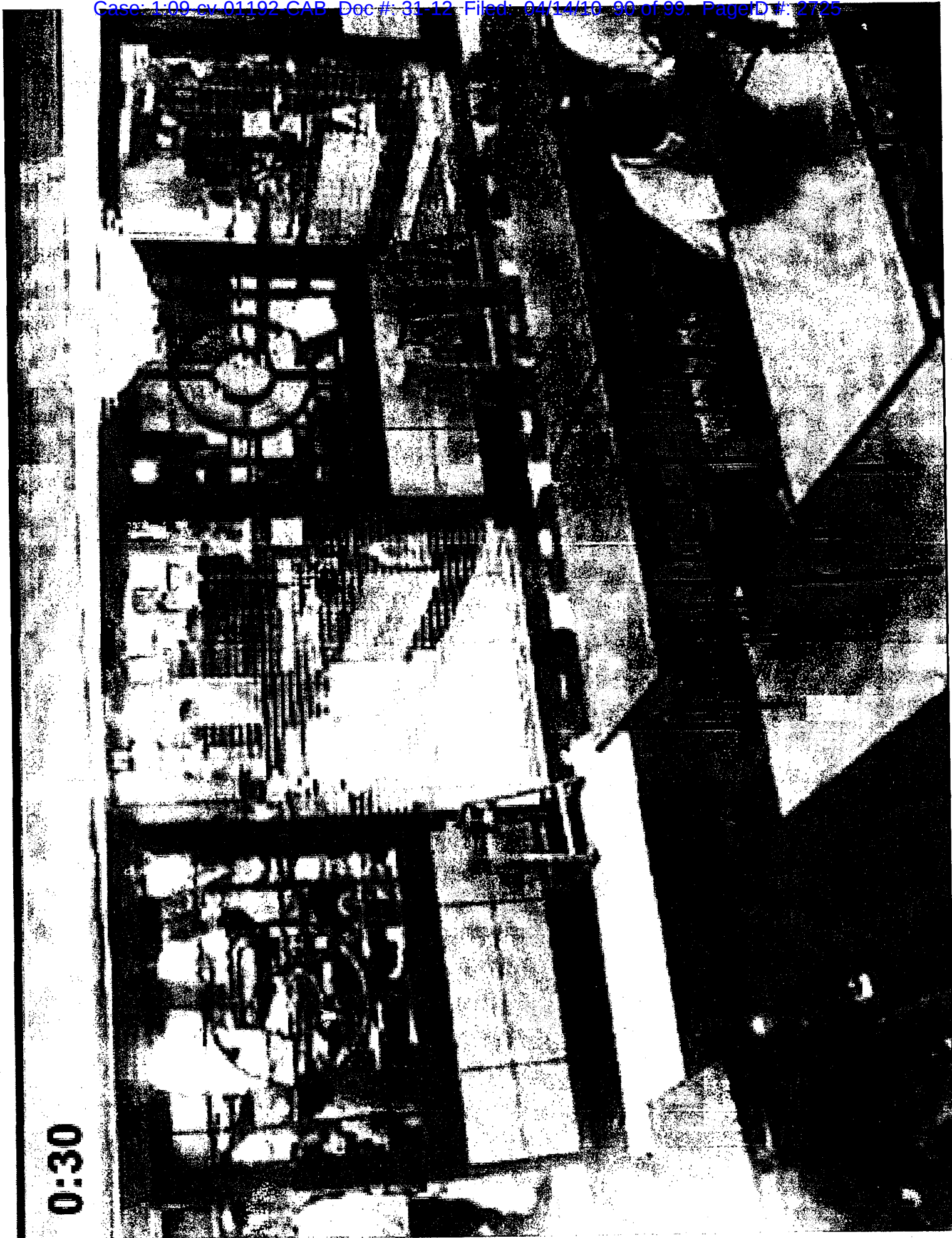
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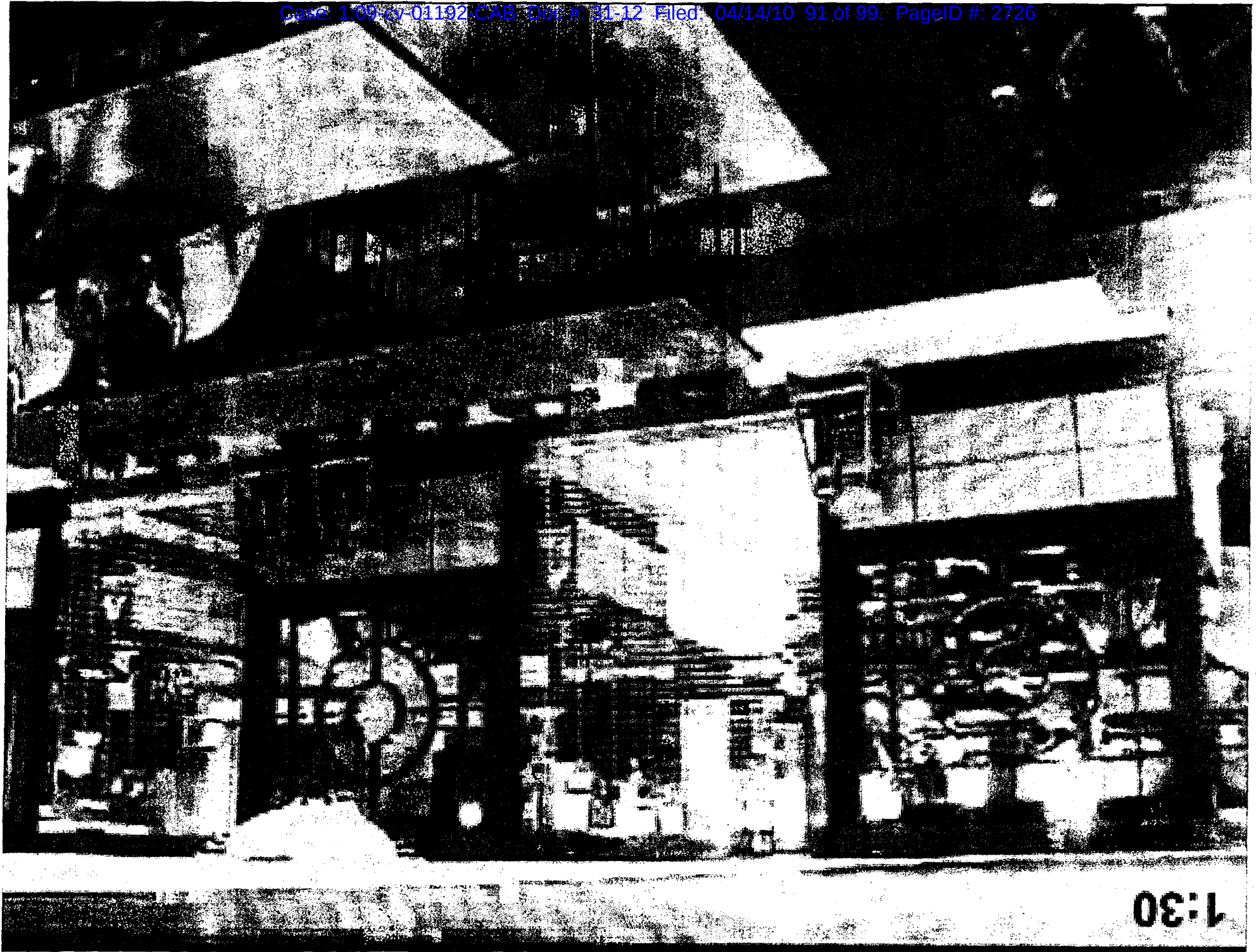
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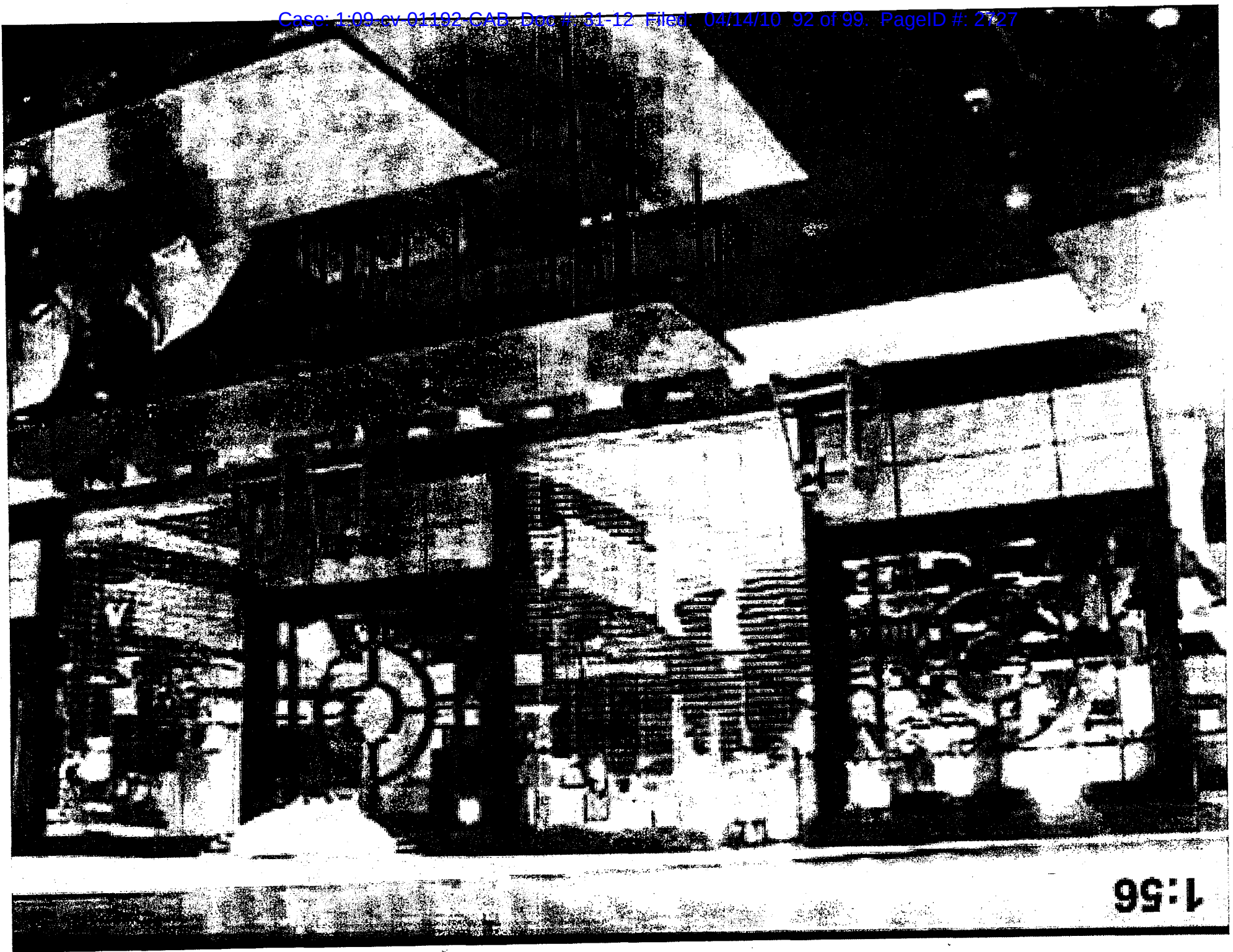
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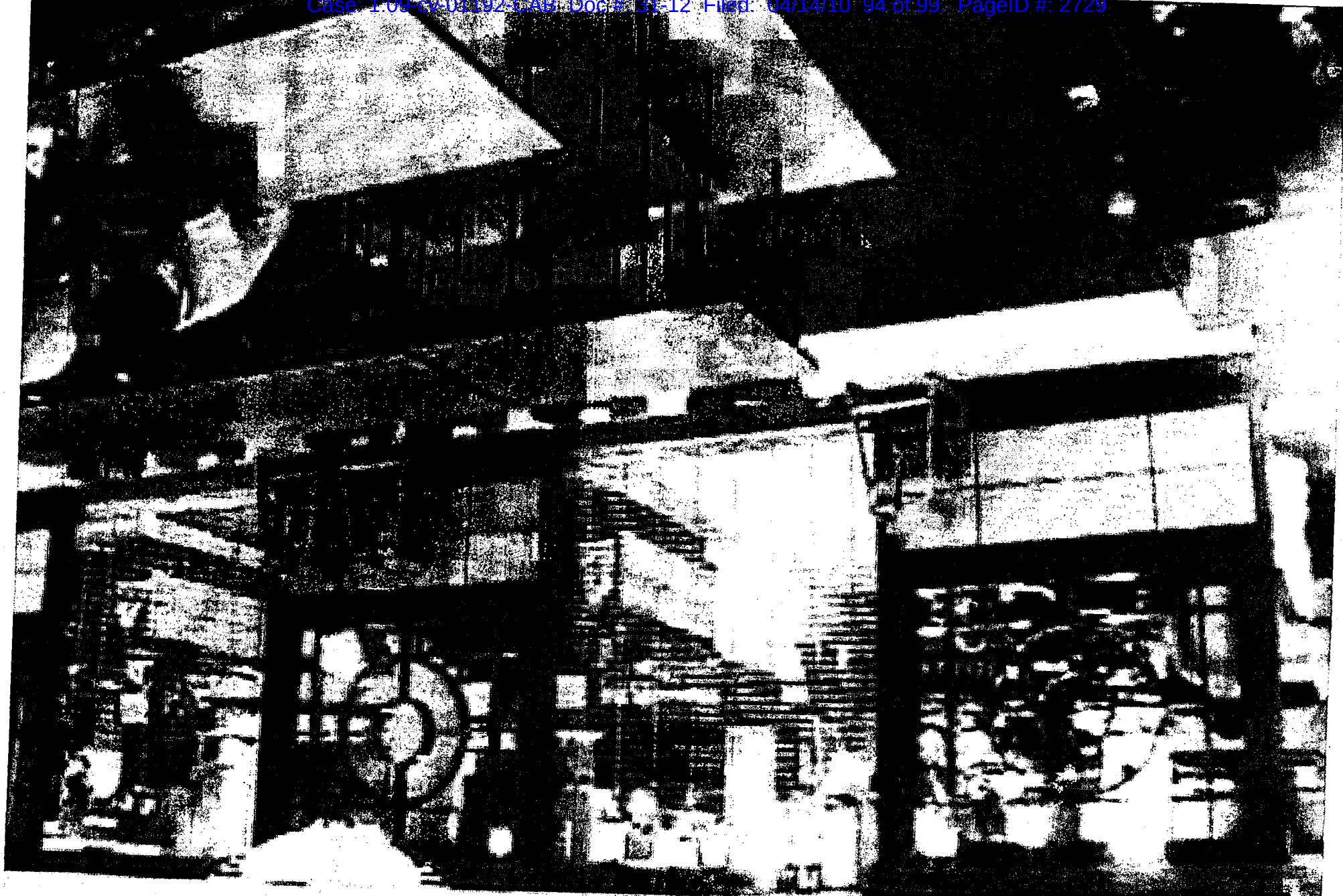
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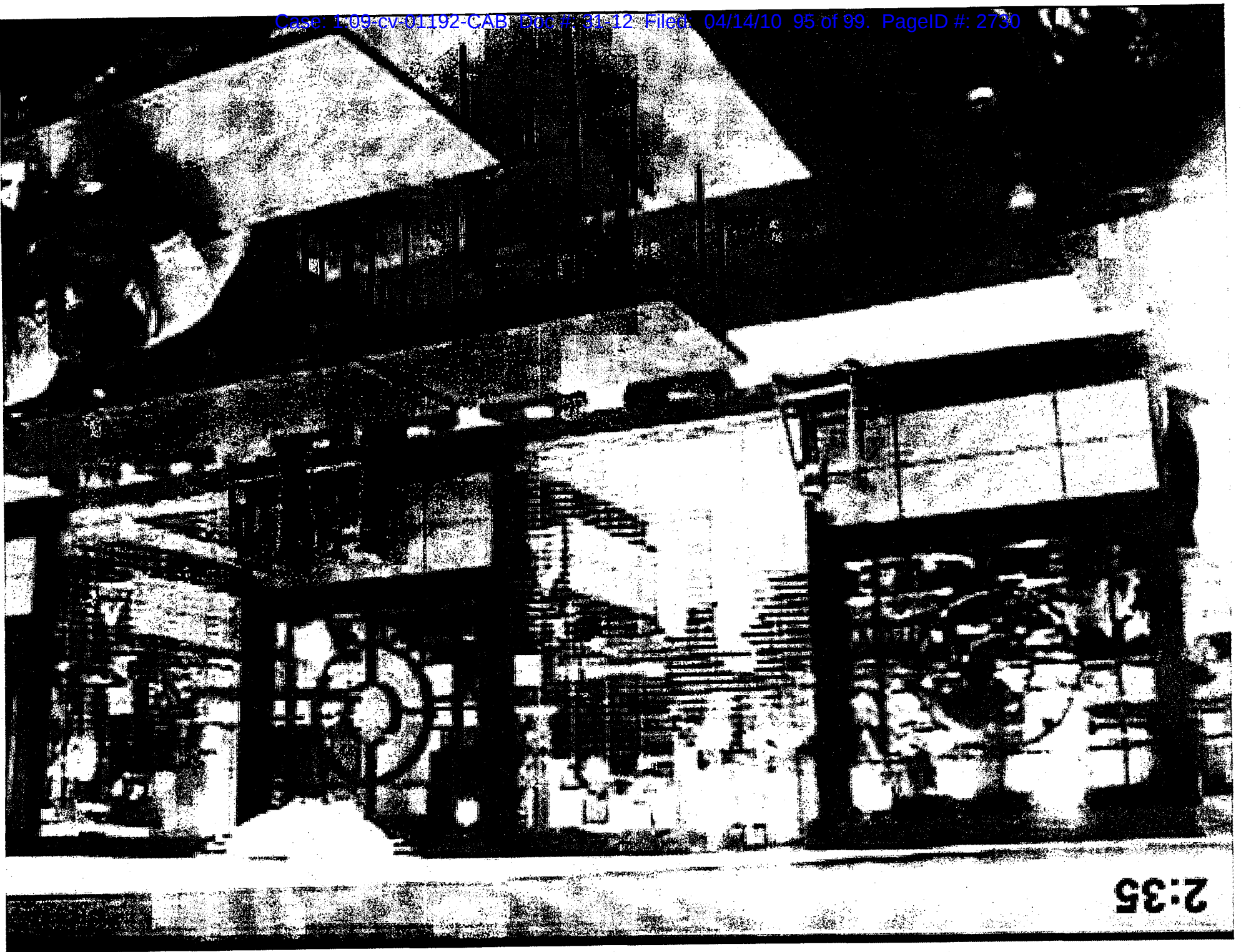


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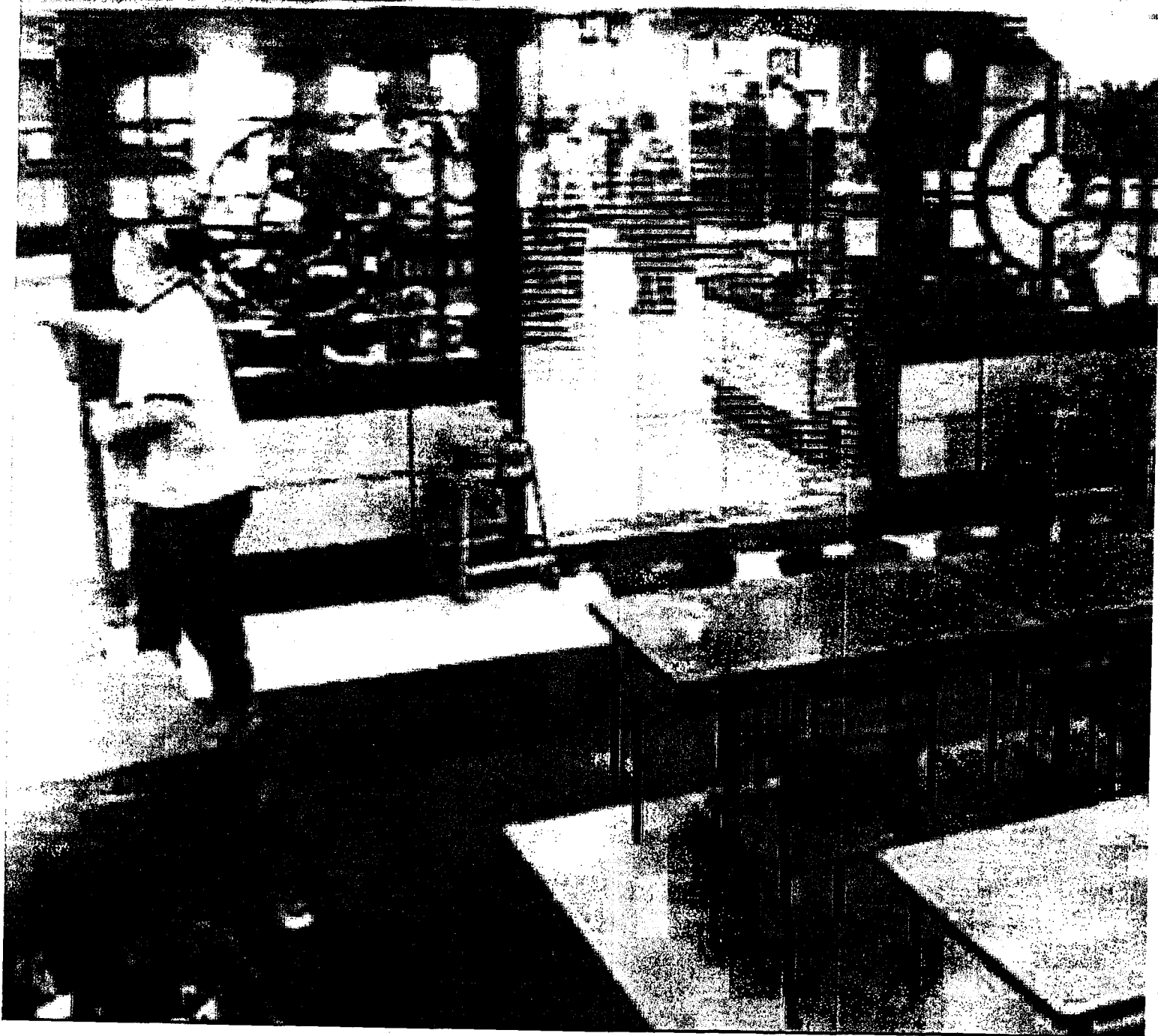
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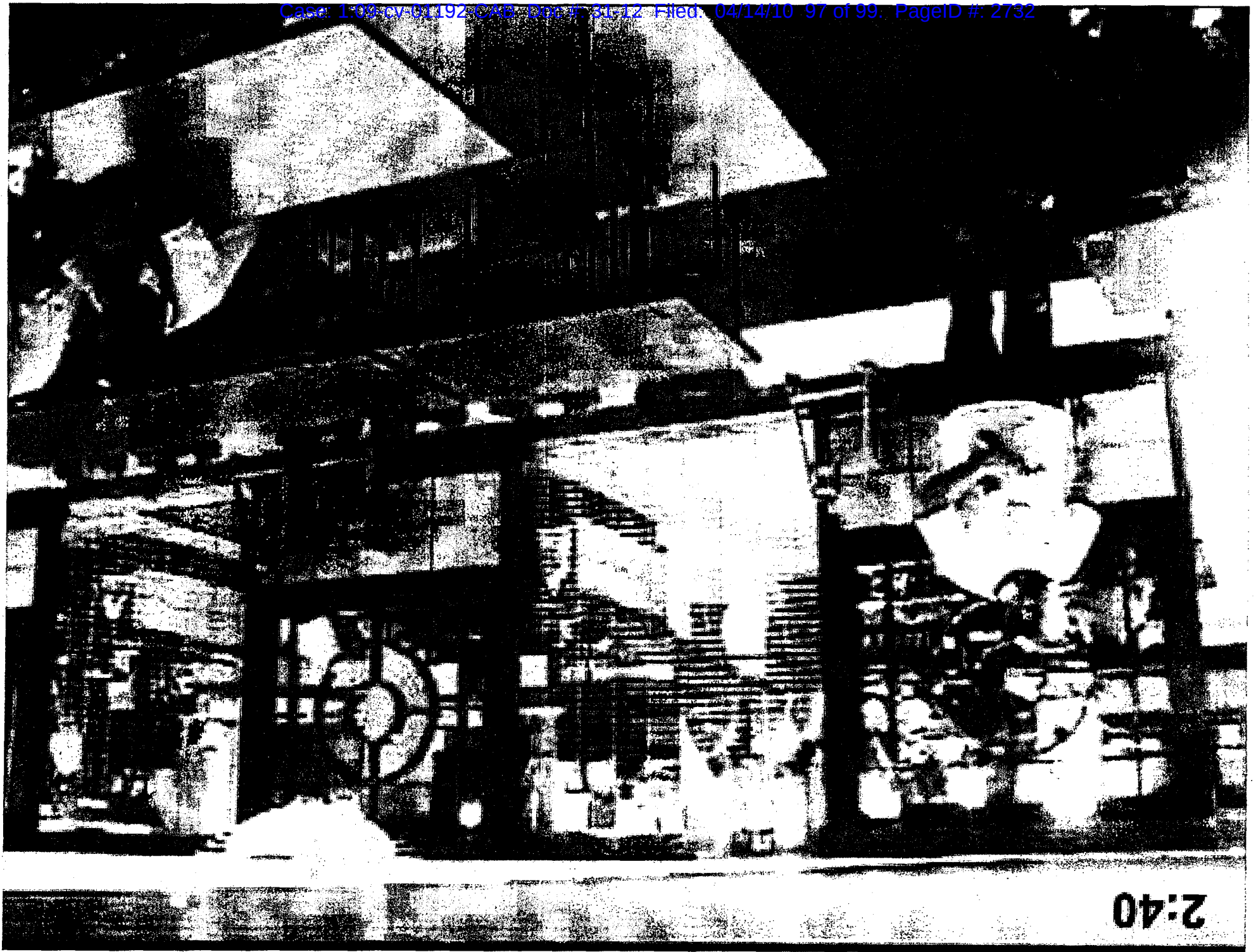
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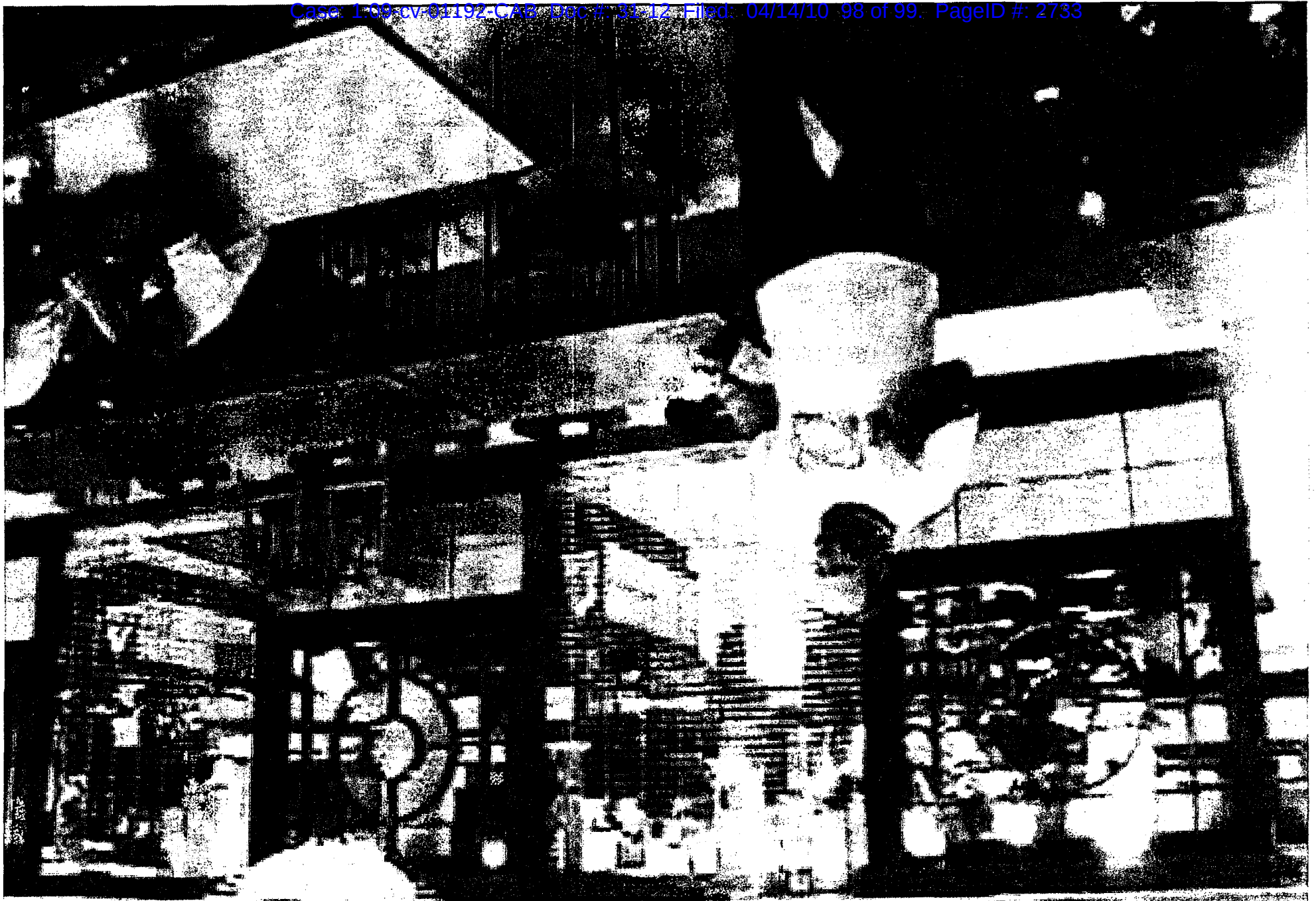


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2:42

R000954

February*					
	<u>Regular</u>	<u>Wage</u>	<u>OT</u>	<u>Wage</u>	<u>Total</u>
<u>Week One:</u>	16 hours	\$36.92			\$590.72
<u>Week Two:</u>	40 hours	\$36.92	10.4 hours	\$55.38	\$2,052.75
<u>Week Three:</u>	40 hours	\$36.92	20 hours	\$55.38	\$2,584.40
<u>Week Four:</u>	40 hours	\$36.92	21 hours	\$55.38	\$2,639.78
<u>Week Five:</u>	40 hours	\$36.92	6 hours	\$55.38	\$1,809.08
				TOTAL:	\$9,676.73
* Hours based on hours worked by other laborers who performed same or similar work to Harting during UH Project.					
March **					
	<u>Regular</u>	<u>Wage</u>	<u>OT</u>	<u>Wage***</u>	<u>Total</u>
<u>Week One:</u>	40 hours	\$36.92	29 hours/8 Sunday	\$55.38/73.84	\$3,673.54
				TOTAL:	\$3,673.54
** OT calculation represents 1.5 times wage for all days except Sunday, which are 2 times wages.					
				TOTAL:	\$13,350.27

